DOCUMENT RESUME

ED 257 373 HE 018 428

TITLE	Collective Bargaining Agreement between Connecticut State University American Association of University Professors and the Board of Trustees for the Connecticut State University, 1984-1987 and The Connecticut State University Agreement for Part-Time Employees in the Instructional Faculty Bargaining Unit.
INSTITUTION	American Association of Univ. Professors, Washington, D.C.; Connecticut State Board of Higher Education, Hartford.
PUB DATE	10 Apr 84
NOTE	96p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC04 Plus Postage.
DESCRIPTORS	*Collective Bargaining; *College Faculty; *Contracts; Counselors; Employment Practices; Faculty Workload; Fringe Benefits; Governing Boards; Grievance Procedures; Higher Education; Leaves of Absence; Librarians; *Part Time Faculty; Personnel Policy; Retrenchment; *State Universities; Teacher Discipline; Teacher Employment Benefits; Teacher Salaries; Teaching Conditions; Tenure
IDENTIFIERS	*AAUP Contracts; American Association of University Professors; *Connecticut State University; Dues Checkoff; Personnel Files; Public Colleges; Union Rights; Unions Dues

ABSTRACT

The collective bargaining agreement between Connecticut State University Board of Trustees and the Connecticut State University chapter of the American Association of University Professors covering the period April 10, 1984 to April 10, 1987 is presented. The chapter has 1,980 members, including part-timers. Items covered in the agreement include: unit recognition and definitions; nondiscrimination; tenure; academic freedom; appointments; standards of notice for renewal and denial of tenure; faculty and presidential responsibilities; evaluation for renewal, tenure, and promotion; coaching faculty and physical education faculty; personnel files; faculty participation; counselors; librarians; working conditions; workload; summer school; compensation; leaves and fringe benefits; grievance procedure; reprimand, suspension, and termination; retrenchment, union rights, board of trustees' rights and responsibilities; dues, agency shop fees, and checkoff; meetings and discussions; and separability; minimum terms; and successorship provision. Appended are a letter of appointment, a tenure letter, a grievance form, and a part-timer agreement. This agreement, which covers the period August 24, 1984 to August 27, 1987, comprises 16 articles and is a much briefer version of the main agreement, modified for part-time staff. (SW)

ED257373

COLLECTIVE BARGAINING AGREEMENT BETWEEN CONNECTICUT STATE UNIVERSITY AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AND THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE UNIVERSITY

1984 - 1987

HE 018 428

THE CONNECTICUT STATE UNIVERSITY

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THIS AGREEMENT is made and entered into as of the 10th day of April, 1984, by and between the Connecticut State University American Association of University Professors, Inc., an employee association within the meaning of Secs. 5-270 - 5-280 CGS, and the Board of Trustees for The Connecticut State University, an employer within the meaning of Secs. 5-270 - 5-280 CGS, as follows:

PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education in The Connecticut State University and to maintain high standards of academic excellence in all phases of instruction, research and service. The parties concur these objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in The Connecticut State University, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While the Connecticut State University--AAUP (hereinafter CSU-AAUP), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees (hereinafter the Board), retains the rights, under law, to manage and direct The Connecticut State University, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of governance be maintained and strengthened throughout The Connecticut State University.

In such a collegial system, departments and other units should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

Collegiality in academic governance on each campus of The Connecticut State University can best be accomplished through Senates selected by representatives of the appropriate campus constituencies in accordance with each institution's constitution and tradition. Matters of concern to the Senate include: (a) curriculum policy and curricular structure, (b) requirements for degrees and granting of degrees, (c) policies for recruitment, admission and retention of students, (d) academic policies relating to students, and (e) other matters of campus community concern.

This preamble is a statement of intent and not subject to grievance arbitration. Articles 1 through 25 and appendicies A through C apply to full-time members of the bargaining unit only. Appendix D applies to part-time members only.

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ARTICLE 1

DEFINITIONS

1.1 "BOARD" (also called "EMPLOYER") - The Board of Trustees for The Connecticut State University.

1.2 "THE CONNECTICUT STATE UNIVERSITY" (also called "CSU," or "EMPLOYER") - The following universities, individually and collectively: Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, and Western Connecticut State University including any branches, divisions, subdivisions, or laboratory schools.

1.2.1 "UNIVERSITY" shall denote one of the particular universities within The Connecticut State University except where "THE CONNECTICUT STATE UNIVERSTIY" as a whole is specifically cited.

1.3 "MANAGEMENT" - The Board together with its executive officers and professional staff, including but not limited to Presidents, Vice Presidents, and Deans, and all such other management personnel, as defined in Secs. 5-270 - 5-280 CGS, provided that it shall not include Department Chairpersons or Academic Division Directors.

1.4 "BARGAINING UNIT" - The unit of teaching and professional employees of The Connecticut State University as described more fully in Article 2.1 of this Agreement.

1.5 "CONNECTICUT STATE UNIVERSITY AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS" or "CSU-AAUP" (hereinafter referred to as "CSU-AAUP") - The exclusive representative of the employees in the bargaining unit, pursuant to certification by the Connecticut State Board of Labor Relations.

1.6 "MEMBERS" or "MEMBERS OF THE BARGAINING UNIT" unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of The Connecticut State University:

1.6.1 Those employees of The Connecticut State University who both earn faculty load of more than six (6) faculty load hours and teach more than two (2) courses or the equivalent in non-instructional load credit in a semester and whose function consists primarily of (but shall not be limited to) teaching. Such individuals may also be referred to as teaching members, or teaching faculty.

1.6.2 Those employees of The Connecticut State University who are employed for at least twenty (20) hours a week and for at least a 198 work day work year, and whose function consists primarily of (but shall not be limited to) service as counselors, or counseling faculty.

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1.6.3 Those employees of The Connecticut State University who are employed for at least twenty (20) hours a week and for at least the ten (10) month year, and whose function consists primarily of (but shall not be limited to) service as librarians, or library faculty.

1.7 "PRESIDENT" Shall denote the President of one of the particular universities within The Connecticut State University except where The President of The Connecticut State University is specifically cited.

1.8 "YEARS OF SERVICE FOR FACULTY" - The number of work years of employment by The Connecticut State University. (see Articles 6.6, 7.7, and 9.1)

1.8.1 Employment of teaching faculty for one-half (1/2) of a semester or more shall be considered one-half (1/2) of a year's service.

1.8.2 Employment of Librarians and Counselors for one-half (1/2) of a work year or more, but less than a full work year shall be considered one-half (1/2) a year's service.

1.8.3 Unless specified to the contrary elsewhere in this Agreement, time spent on any paid leave of absence shall be deemed "continuous service."

1.9 RULES OF CONSTRUCTION - Unless specified to the contrary elsewhere in this Agreement, the following rules shall apply:

1.9.1 "GENDER and NUMBER" - The masculine, feminine, and neuter gender as used in this Agreement import one another, and the singular shall include the plural whenever applicable.

1.9.2 "APPLICATION of AGREEMENT" - All provisions of this Agreement shall apply to all members of the bargaining unit, unless specified to the contrary to apply only to certain members of the baraining unit.

1.9.3 "HEADINGS" - Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.

1.10 "CONSULTATION" - To seek opinion or advice of another, to discuss and exchange views concerning the matter about which advice was sought.

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ARTICLE 2

RECOGNITION OF CSU-AAUP

2.1 The Board hereby recognizes the CSU-AAUP, pursuant to certification by the Connecticut State Board of Labor Relations, issued on the 25th day of May, 1976, in case nos. SE-3271, SE-3272 and SE-3334, as the exclusive bargaining representative for the members of the Instructional Faculty Bargaining Unit of The Connecticut State University for all matters of collective bargaining as set forth in Secs. 5-270 - 5-280 CGS. The bargaining unit shall consist of all instructional faculty including Department Chairpersons and Academic Division Directors, Librarians and Counselors, and excluding all Deans, Vice Presidents, all other managerial and confidential personnel pursuant to Secs. 5-270 - 5-280 CGS, and all other employees.

ARTICLE 3

NON-DISCRIMINATION

3.1 The Board of Trustees and the CSU-AAUP agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, or with respect to any legal behavior not detrimental to the students or other members of the university community.

3.2 Claims of discrimination under Article 3.1 of this Agreement shall be brought to the attention of the party who is allegedly engaging in such discrimination. The parties shall make an effort to resolve the matter informally. If the parties are unable to resolve the matter informally, claims of discrimination under Article 3.1 of this Agreement shall be submitted to a Non-Discrimination Committee established by the University Senate. The Non-Discrimination Committee shall be composed on an equal basis of both bargaining unit members and management. The non-voting convener shall be the EEO-Affirmative Action Officer of the individual campus or designee. Said Committee shall investigate the alleged discrimination under Article 3.1 of this Agreement, and shall submit a report in writing to the member alleging discrimination, the Senate, and the University President. Said written report of the Committee shall be submitted within thirty (30) calendar days of the submission of the allegation, also in writing, to the committee. If the Committee's findings are that discrimination has occurred, the University shall be obliged to rectify the discrimination to the satisfaction of the committee. If the committee's findings do not support the allegation of discrimination or there is a tie vote of the Committee further recourse shall only be through the State and Federal procedures established for such purpose, and shall not be subject to the provisions of Article 14 (Grievance Procedure) of this Agreement.

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3.3 The parties agree to work jointly to implement positive and aggressive affirmative action programs to eliminate discrimination, if any, and to insure equal opportunity in the application of this Agreement.

ARTICLE 4

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

4.1 It is recognized by the parties to this Agreement that the essential excellence of the universities is dependent upon the maintenance in them of an atmosphere of academic freedom and professional responsibility. To that end, there shall continue in the universities during the term of this Agreement a system of academic tenure applicable to all members of the bargaining unit as shall be further described below. It is recognized that tenure shall only be granted for the purpose of protecting and nurturing academic freedom and shall not be a shield for incompetence or failure to perform properly assigned duties. Although no specific tenure quotas are mandated in the universities, the parties recognize that to maintain an effective tenure system and institutional flexibility, tenure will be awarded with great care, and predicated upon departmental goals consistent with long range institutional needs and plans.

4.1.1 It is recognized by the parties to this Agreement that membership in the academic profession carries with it special responsibilities. The statement on professional ethics[1] that follows, necessarily presented in terms of the ideal, sets forth those general standards that serve as a reminder of the variety of obligations assumed by all members of the profession.

4.1.1.1 The professor, guided by deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it. To this end he devotes his energies to developing and improving his cholarly competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow subsidiary interests, these interests must never seriously hamper or compromise his freedom of inquiry.

1 Citing, without incorporating by reference, AAUP Policy Documents and Reports, 1977, pp. 65-66.

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As a teacher, the professor encourages the free pursuit of learning in his students. He holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as intellectual guide and counselor. He makes every reasonable effort to foster honest academic conduct and to assure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student. He avoids any exploitation of students for his private advantage and acknowledges significant assistance from them. He protects their academic freedom.

As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas he shows due respect for the opinions of others. He acknowledges his academic debts and strives to be objective in his professional judgment of colleagues. He accepts his share of faculty responsibilities for the governance of his institution.

As a member of his institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided they do not contravene academic freedom, he maintains his right to criticize and seek revision. He determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it. When considering the interruption of his service, he recognizes the effect of his decision upon the program of the institution and gives due notice of his intentions.

As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has an particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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4.2 Academic Freedom The parties to this Agreement subscribe to the following principles of academic freedom:[2]

4.2.1 All members of the bargaining unit are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Freedom in research is fundamental to the advancement of truth. Members are also entitled to freedom in the classroom in discussing their assigned subjects. Members participate as repre- sentatives of a learned profession, of an educational institution and of society at large. When they speak or write as members of society, they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational leaders, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should exercise appropriate restraint, show respect for the opinions of others, and make every effort, where appropriate, to indicate that they do not speak for The Connecticut State University.

4.2.2 The parties to this Agreement subscribe to the following additional principles of academic freedom:

4.2.2.1 All members when teaching shall have professional freedom to conduct their courses, provided that the subject matter is that which has been specified by the University and the appropriate department.

4.2.2.2 The determination of grades is the responsibility of the instructor of the course. A corollary of this responsi- bility is the duty of instructors to submit grades to the University Registrar within prescribed time limits. In no case shall an instructor be required to submit final grades in less than three (3) calendar days from the date of the last scheduled final exam. A grade shall be changed only with the consent of the instructor of the course and with the approval of the appropriate Academic Vice President or Dean, except that, in cases of absence of the instructor or of a palpable injustice, the University Senate shall in each university, in agreement with the University

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[2] As referred to in the 1940 AAUP Statement of Academic Freedom and Tenure. This footnote does not incorporate by reference the 1940 Statement and the Interpretive Comments thereto.

President, establish an appropriate method of adjusting grades. Prior to the establishment of the above method, the Academic Vice President or Dean in concurrence with the department Chairperson, shall adjust grades in cases of the absence of the instructor or of a palpable injustice. If a grade is changed, the instructor shall be notified whenever possible.

4.2.3 Allegations of violation of academic freedom shall be processed as follows:

4.2.3.1 Within thirty (30) days of the effective date of this contract, the Administration and CSU-AAUPshall each name four representatives (one from each campus) to the Academic Freedom Panel.

4.2.3.2 Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, and dated, by the complainant and further indicate whether the complainant or CSU-AAUP shall represent the complainant. Allegations of violation of academic freedom shall be filed with the two campus members of the Academic Freedom Panel within thirty (30) days of the incident giving rise to the allegation. These members shall seek to resolve the complaint informally within thirty (30 days of the initial filing. Any such resolution at this stage shall not have precedential value.

4.2.3.3 If at the conclusion of the thirty (30) day period, the complainant is not satisfied, he may, within one (1) calendar week thereafter, file allegations with the CSU-AAUP President and the Vice President for Faculty and Staff Affairs, who shall jointly convene an Academic Freedom Committee within twenty-one (21) days of receipt of the allegations. This Committee shall consist of those members of the panel who are not employed at the university from which the allegation arises.

4.2.3.4 At any point in its deliberations the committee may decide to to seek the advice of an expert. If the committee is deadlocked, it shall call upon an expert, who shall advise the Committee, and/or cast the deciding vote if the deadlock cannot be resolved by the Committee members. If an expert is needed, the Committee shall call upon the co-conveners to select one of the following experts:

Ralph Brown
WALTER METZGER
JOHN MOON

The selection method shall be as follows: The two co-conveners shall alternately strike one name from the

list of experts, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event the expert selected by this process is not available within thirty (30) calendar days, the expert who was stricken last shall be sought. Any costs incurred by the Committee pursuant to resolving an academic freedom allegation shall be divided equally between CSU-AAUP and the Board except when the complainant chooses to represent himself. In such a case, costs shall be divided equally between complainant and the Board.

4.2.3.5 The Committee shall solicit and be provided with relevant testimony, documents and materials. Testimony, documents, and materials may be offered to the Committee subject to the rule of relevancy as determined by the Committee. Within sixty (60) days, unless an extension is agreed upon by the complainant and the Committee, a written decision shall be rendered to the complainant, CSU-AAUP, and the Administration.

4.2.3.6 The Committee shall have the power to adjudicate substantive issues and to direct a remedy. A remedy may not be retroactive beyond the date of the incident that gave rise to the violation. The Committee's decision shall be final and binding upon all parties.

4.3 Tenure shall be defined as the right of a member currently holding tenure or the right of an eligible member to continuous employment in the member's university, which may be terminated only for causes as cited in Article 15 and Article 16 or upon reaching the retirement age of 70.

4.4 Award of Tenure The award of tenure shall be selective and conditioned upon positive recommendation through the review process described in Section 4.11 below and predicated upon departmental goals consistent with institutional plans and needs. Under the circumstances where a President believes the negative recommendation of a member constitutes an extraordinary injustice, he may recommend tenure. The probationary period (full-time service prior to the acquistion of tenure) shall not exceed seven (7) years of service in the university provided that all seven (7) years fall within the same ten (10) year period.

4.4.1 Up to three years' full-time service in other accredited colleges and universities may be applied toward the probationary period by written agreement of the concerned parties at the time of the member's initial appointment, or not later than the end of the first semester's service. Such credit for prior service shall not affect notice requirements under Article 4.9. Notice of award of tenure shall be made in writing by letter described in Appendix B of this Agreement.

4.4.2 Tenured members of the bargaining unit appointed to administrative positions (Deans or above) shall retain tenure rights.

4.5 Conditions of Tenure. Because the purpose of the system of tenure is the protection of academic freedom, it shall not be considered a sinecure. It remains incumbent upon the member to maintain and improve professional competence, professional growth, and the excellence which occasioned the grant of tenure to the member. To that end, professional evaluations shall be an integral part of the maintenance and improvement of professional competence, growth and excellence. Consistent with the above, sabbatic and other forms of leave shall be granted as provided under the terms of this Agreement. It is recognized that occasion may arise where it becomes mutually desirable and necessary to facilitate the tenured member's acquisition of new skills in order to meet the changing needs of The Connecticut State University. Institutional tenure shall not be a bar to temporary exchange of faculty between universities, if the member(s) so agree(s) and the universities so consent. Nothing in this Agreement shall prevent the transfer of a member from one university of the system to another university in the system, if the member so agrees, the university so consents and the department involved is consulted. No member may be transferred to another university in the system if such a transfer would result in the involuntary separation of a member in the receiving university. A tenured member who is offered and accepts a teaching position in another university in the system shall receive tenure in the new university. The parties recognize that a university is placed under no obligation by these provisions to receive a member previously employed in another university in the system.

4.6 Letter of Appointment. The terms and conditions of every appointment to a position within the University shall be contained in the letter of appointment, which shall follow the format in Appendix A of this Agreement. A copy of the letter of appointment shall be supplied to the member for his signature of acceptance and consent, a copy placed in the member's personnel file (see Article 4.15) and, a copy sent to the member's department. Any subsequent extensions or modifications of such appointment, other than with respect to changes in the Collective Bargaining Agreement as negotiated between the parties to this Agreement, agreed upon between the member and administration after consultation with the department, and any special understanding between the University and the member shall be stated or confirmed in writing, and a copy shall be supplied to the member, a copy placed in the member's personnel file and, a copy provided to the member's department.

4.7 Full-time Appointments All full-time appointments within the bargaining unit at each university shall be of three (3) types: regular, special (see 4.8) and final (see 4.9.3). All regular appointments shall be of two (2) types: probationary (4.7.1 and 4.7.2) and tenured (4.7.3).

4.7.1 Initial probationary appointments shall be for at least one (1) year.

4.7.2 Subsequent probationary appointments shall be for not less than one (1) year nor more than three (3) years through the sixth (6th) year of service.

4.7.3 A tenured appointment shall be given upon completion of not more than seven (7) years of full time service (see 4.4).

4.8 Special Appointments Consistent with Article 2 and this article special appointments shall be for one of four (4) purposes: (a) to bring to the campus personnel with unusual knowledge, artistry or exceptional merit, (b) to replace a member on leave, (c) emergency appointment prior to a successful affirmative action search, or (d) appointment to a temporary grant- or contract- funded position. A special appointment may be renewed provided that the total duration of the appointment shall not exceed two (2) years in cases (a), (b) or (c). The letter of appointment shall include the phrase, "this is a special appointment pursuant to the current collective bargaining agreement."

4.8.1 Members on special appointment at one of the universities shall receive tenure eligiblity credit at that University for all full-time service while on the special appointment, pursuant to Section 4.4.

4.9 Standards of Notice for Renewal and Denial of Tenure
Appointments of the first six (6) years shall be deemed continued for the succeeding academic year beyond the term of appointment unless proper notice of non-renewal has been given to the member as prescribed below.

4.9.1 Members of the bargaining unit who are on an initial one (1) year appointment shall be notified in writing of non-renewal on or before March 1, or for starting dates other than the beginning of the fall semester; written notice of non-renewal will be given not later than three (3) calendar months prior to the termination date of the appointment.

4.9.2 Members whose contracts expire at the end of their second year of service shall be notified in writing of non-renewal on or before December 15 of their second year, or for other starting dates not later than six (6) calendar months prior to the end of their current appointment.

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4.9.3 Members who have completed two (2) full years of service shall be notified in writing of non-renewal, including the denial of tenure if appropriate, on or before May 31 of the year preceding the contract expiration or for other starting dates, at least twelve (12) calendar months notice shall be given. Subsequent to a decision to discontinue in the third through fifth year of service, or subsequent to a negative tenure decision in the sixth year of service, a unit member shall be given a FINAL APPOINTMENT. Such appointment shall be for one (1) year and may be given only in this situation. The letter of appointment shall include the statment, "this is a final appointment pursuant to the current collective bargaining agreement, carrying with it no expectation of reappointment." A member in the sixth year of employment who does not receive a notice of denial of tenure as specified in this section shall be deemed to have been awarded tenure.

4.9.4 Members with an appointment for the next semester who resign within sixty (60) days of their next semester's duties shall forfeit two (2) weeks pay unless they receive express written agreement of the President of the University to waive this provision.

4.10 Faculty and Presidential Responsibilities The Parties recognize that scholars have a particular responsibility to exercise their expertise in a particular field or activity and to judge the work of their colleagues. In the exercise of such expertise it is implicit that responsibility exists for both adverse and favorable judgments. In the areas of appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal the exercise of faculty judgment through faculty personnel committees is essential in the pursuit and fulfillment of the goal of academic excellence.

It is recognized that the University President has the particular responsibility for the proper allocation of resources within the University and the effective use of the facilities and personnel available. He is the chief planning officer of the institution and has a special obligation to innovate, initiate and revitalize. He may at times be required, working within the concept of tenure, to identify and to solve problems of obsolescence. In reallocating personnel and resources to solve these problems, the President will necessarily utilize the judgments of faculty, but in the interest of academic standards he may also seek outside evaluations by scholars of acknowledged competence.

A President who, in disagreement with the recommendation of the appropriate university committee denies tenure after completion of the member's sixth (6) year of service, shall provide the member and appropriate university committee with a written explanation. The President's explanation shall be held in confidence by the committee subject to applicable statutes.

Evaluation of Members for Renewal, Tenure and Promotion

4.11.1 There shall be only one (1) evaluation procedure for promotion, tenure and renewal as follows: evaluations of teaching members shall be conducted by the Department Evaluation Committee (DEC) of which the department Chairperson may be a member, ex-officio, and by the University-wide Promotion and Tenure Committee in accordance with procedures developed by the University Senate and approved by the University President in an expeditious manner. Department Chairpersons who are not members of the DEC shall submit a separate evaluation which may either be submitted to the DEC for its deliberations or, if so determined by the University Senate, submitted as a separate document added to the DEC's evaluation forwarded to the appropriate Dean. In no case, however, shall a department Chairperson being considered for promotion participate in the promotion evaluation process; being considered for tenure participate in the tenure evaluation process; or being considered for renewal participate in the renewal evaluation process. A copy of any DEC recommendation with supporting reasons shall be given to the member upon issuance. Senate procedures developed pursuant to this article shall satisfy each of the minimum standards set forth in Article 4.11 and may not be inconsistent with this Agreement. Copies of such procedures shall be given to the CSU-AAUP, the Administration and all members.

4.11.2 Each non-tenured member of the bargaining unit in the first year of appointment shall receive written evaluation of his performance during his second semester of service after completing a full semester of service in accordance with the schedule set by the University Senate and approved by the President, and in time to receive notice pursuant to Article 4.9. Thereafter, there shall be an annual written evaluation. The format for these evaluations shall be proposed by the University Senate and approved by the University President.

4.11.2.1 A member may be considered for tenure in any year of the probationary period if the member so requests. Denial of tenure prior to the sixth (6th) year of service shall not prejudice subsequent applications for tenure and in no ase shall be construed as a ground for termination of employment, but the evaluatory material shall be available as part of the record. The DEC must evaluate a non-tenured member for tenure in the member's sixth (6th) year of credited service. Evaluations shall be completed and all recommendations shall be forwarded to the President of the University in accordance with a schedule developed by the University Senate and approved by the President such

that the University President may notify the affected member by May 31, of the member's sixth (6th) year of service.

4.11.3 Unless requested otherwise, members not on a final appoint- ment shall be considered for promotion as they become eligible. The department shall inform its members Who are eligible for consideration for promotion (see 5.3.1 - 5.3.5). A member not wishing to be considered for promotion must so indicate in writing to the department Chairperson, with a copy sent to the President. In addition, a promotion recommendation may be initiated by the department pursuant to 5.3.5. A member who withdraws after the commencement of the promotion process shall be deemed to have waived all claims for that year.

4.11.4 The membership of the DEC shall include only tenured members of the department. If in the judgement of the University President, this provision works a hardship on a department, the University Senate in agreement with the President shall determine procedures for resolving the problem, but in no case shall persons under consideration for promotion serve on the DEC during any deliberations on promotion.

4.11.5 By October 1 of each academic year the DEC shall inform each member to be evaluated in writing of (1) the fact and the purpose of the evaluation, (2) the opportunity to submit material to the DEC, and (3) the opportunity to appear personally before the DEC prior to the DEC's recommendation.

4.11.6 By October 1 of each acadomic year the President or his designee shall make available to the DEC the personnel file of those members to be evaluated subject to the provisions of Article 4.15.2.

4.11.7 In making its evaluations for renewal, promotion, and tenure the DEC shall make peer evaluations and obtain and use written student evaluations and consider materials supplied by the candidate. In the case of members who perform administrative or quasi-administrative duties, the DEC shall seek and use appropriate evaluations.

4.11.8 A committee shall be established to create a new course evaluation instrument and procedure.

The committee shall consist of eight (8) individuals four (4) appointed by each party to this Agreement. The committee shall be charged with the following responsibilities: (a) Develop clear objectives for the evaluation of courses and report these objectives to the Vice President for Faculty and Staff Affairs and the

CSU-AAUP President by January 1, 1985; (b) Hold initial hearings for this purpose designed to receive faculty suggestion; (c) Develop a uniform form and procedures applicable to all students in all courses; (d) Submit the proposed form and procedures to the faculty for review and comment; (e) Submit the completed form to the Vice President of Faculty and Staff Affairs and the CSU-AAUP President by October 1, 1985.

The form and procedures developed by the committee shall be used each semester beginning with the fall semester of 1985 unless both parties agree otherwise.

It is understood that departments or individuals may use evaluation forms in addition to the uniform instrument.

4.11.9 Criteria for evaluating and recommending eligible members shall be: (1) quality of teaching and/or primary professional function, including keeping current in the field, (2) service to the department and university and/or research and publication, (3) professional activity, and (4) years in rank. All bodies evaluating members shall weigh the criteria listed above, in the order listed (see Article 5.3.5). Any special conditions in the member's letter of appointment or subsequent extensions or modifications of such appointment as provided under Article 4.6 shall be considered in the evaluation process for renewal, promotion or tenure.

.11.10 Following deliberations the DEC shall make a written recommendation with supporting reasons based on the above criteria. Each recommendation shall be signed by all members of the DEC present and voting. A copy of the DEC's recommendation including supporting reasons shall be sent to the affected member upon issuance and a copy shall be placed in the member's personnel file.

.11.11 By November 15, the DEC shall transmit its written recommendations with supporting reasons to the appropriate Academic Dean, together with all materials submitted to and considered by the DEC (see Articles 4.15.1, 4.15.2.7, and 4.15.2.8).

.11.12 By December 15, the appropriate Academic Dean shall review and consider all of the material submitted and make a recommendation based primarily on that material. A copy of the Dean's recommendation shall be sent to the affected member upon issuance and a copy placed in the member's personnel file. Recommendations for tenure and/or promotion, along with all of the previously submitted material, shall be transmitted to the University-wide Promotion and Tenure Committee.

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4.11.13 By March 1, the Promotion and Tenure Committee shall make a recommendation to the University President after considering all previously submitted material and recommendations. Prior to its final decision, any member being considered for promotion and/or tenure shall be given an opportunity to appear before the Committee. A copy of the University-wide Promotion and Tenure Committee recommendation shall be sent to the affected member upon issuance, and a copy shall be placed in the member's personnel file.

4.11.14 The President shall make his recommendations for promotion and tenure to the Board not later than April 15.

4.11.15 The Board shall announce its action not later than May 15 and inform affected members promptly.

4.11.16 All dates specified in this section shall be accelerated when necessary to meet the standards of notice in 4.9 above.

4.12 Professional Assessment Each tenured member shall receive one professional assessment every six (6) years unless: (a) the DEC, in an effort to assist, schedules the next assessment in less than six (6) years, or (b) the affected member requests more frequent assessment. The DEC shall honor such requests. The purpose of this assessment shall be to measure the member's teaching effectiveness, and/or primary professional function, service to the department and university, scholarship and professional activity in order to further the member's professional growth. This assessment shall be made by the DEC in accordance with procedures developed by the University Senate and approved by the University President pursuant to Article 5.8, and in accordance with Articles 4.11.7, 4.11.8 and 4.11.9 of this Agreement. Professional assessments shall follow a schedule recommended by the Senate and approved by the President. DEC's may schedule an increased frequency of assessment only on the occasion of a regularly scheduled assessment. Information developed by DEC's for promotion/tenure evaluations may be used for professional assessments. Where this is the campus practice, another assessment shall not be required for six (6) years. All assessments completed by the DEC will be reviewed by the member, who shall be provided at least two (2) days to append comment before the assessment is sent to the appropriate Dean. All assessments which have been reviewed by the member will be sent promptly to the dean along with all materials reviewed by the DEC and any comments from the member. The Academic Vice President and President of the University will review the assessment in turn after the Dean. Assessments reviewed by the President will be placed along with member comments in the member's personnel file. After placement of the assessment in the member's file, supporting documents will be returned to the DEC for disposal. The format for these assessments shall be proposed by the University Senate and approved by the President.

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.13 When the appropriate Academic Dean has reasonable grounds to believe a member should be evaluated, the Dean shall meet and confer with the appropriate Chairperson. The Chairperson shall inform the affected member and shall arrange an appropriate evaluation, if required, forwarding the results to the Dean and affected member.

.14 Recognizing that the duties of faculty primarily assigned to coaching may differ from the duties of faculty primarily assigned to physical education, a committee shall be established to investigate the contractual and institutional implications of any such differences. The committee shall consist of the four individuals appointed by the Administration, one from each campus, and four members appointed by CSU-AAUP, one from each campus. In choosing these representaives due note should be taken of both men's and women's athletics.

By January 1, 1985, the committee shall report their findings to the Vice President for Faculty and Staff Affairs and the CSU-AAUP President, along with suggestions for implementation of any recommendations.

.15 Personnel Files

4.15.1 Each university shall maintain a confidential and complete official personnel file for each member. This file shall be accessible to the member on request. No anonymous material or annotations shall be placed in the official personnel file. No unsolicited derogatory material shall be placed in the official personnel file except pursuant to Article 4.15.2.7 and 4.15.2.9. Files shall contain the following: application for employment and supporting documentation; recommendations on appointment, tenure, renewal, promotion, and leaves; evaluation and assessment documents; payroll records; disciplinary actions; correspondence between the President or other administrators and the member concerning the member's employment at the University; all other relevant personnel actions; and any statement that the member wishes to enter in response to or in elaboration or any other item in the file.

4.15.2 Access to and Maintenance of Files

4.15.2.1 Each university shall maintain an official personnel file for each member in a secure place. A subset of these records for payroll purposes may be kept in another location. Under normal circumstances the official personnel file shall not be removed from the location in which it is housed.

4.15.2.2 Members shall have access to their personnel files during regular office hours. Access to these records by individuals other than the member whom they concern shall be in accordance with applicable State and Federal Statutes.

4.15.2.3 Each member's file shall contain a log of every instance of access to that file by individuals other than the President and Dean of Personnel Administration and their immediate staffs.

4.15.2.4 CSU-AAUP shall have access to relevant documents from personnel files for the purpose of fulfilling its statutory responsibilities pursuant to CGS Sec 4-190 and Secs. 5-270 through 5-280 CGS.

4.15.2.5 Upon request, a member shall be provided with a copy of any and all material in the member's file at no charge.

4.15.2.6 When a unit member obtains access to personal data, he shall be provided, by the Administration, with an opportunity to review Sec. 4-193 thruogh Sec. 4-197 CGS.

4.15.2.7 Derogatory material, all evaluations and assessments, and records of disciplinary action shall be copied and a copy shall promptly be provided to the member with a notation of the date on which it was added to the file. Lengthy documents may be initialed by the member in lieu of the above provisions.

4.15.2.8 Each university shall follow a policy developed through the University Senate in mutual agreement with the President governing the disposition of components of the promotion and tenure files conforming to state laws and this greement. Where such policies currently exist, the University President, in cooperation with the appropriate campus body designated above, shall analyze existing policy within six (6) months to assure conformity with requirements of state law and this Agreement.

4.15.2.9 A member may contest the accuracy, completeness or relevancy of unsolicited derogatory material prior to placement in the member's file by pursuing a grievance. (Letters of reprimand are excluded under this provision and may be contested in accordance with the provisions of Article 15.)

4.15.2.10 A personnel file may be opened to an outside agency only pursuant to subpoena or other legal process. When a file is requested by an outside agency for any reason, the affected member shall be promptly notified and provided with a copy of the request and reason therefore.

ARTICLE 5

FACULTY PARTICIPATION PROCEDURES

.1 Before making a full-time appointment to the instructional faculty (members of the Instructional Faculty bargaining unit), the University President shall receive the recommendations of the affected department, academic division head or designee who shall consult the department or division members. A representative of the University President may require the nomination of more than one candidate for any vacancy. In the absence of recommendations from the department or division head, the University President may make or recommend an initial contract appointment, provided the responsible members or faculty agencies have failed to act within a reasonable period of time, or cannot act because of time limitations. Such an initial contract appointment shall be reviewed by the department and/or academic division. After receiving such recommendations, the President shall decide whether to change the temporary appointment to a longer appointment as defined in Article 4.7.

.2 Full-time Appointments to the bargaining unit shall fall within the following ranks:

Instructor, Librarian I, Counselor I
Assistant Professor, Librarian II, Counselor II
Associate Professor, Librarian III, Counselor III
Professor, Librarian IV, Counselor IV

.3 Standards for Full-time Appointment or Promotion to Respective Instructional Ranks. Listed below are the standards which must be met for full-time appointment to the respective ranks within the bargaining unit. In each case, the degree must be from a college or university regionally accredited at the time of the award of the degree.

5.3.1 Instructor

An earned master's degree appropriate to the field from an accredited college or university.

5.3.2 Assistant Professor

(A) An earned doctorate or a terminal degree appropriate to the field from an accredited college or university, or

(B) At least three years of full-time service in a college or university, plus

1. A master's degree, plus
2. An additional full year of study above the master's level.

5.3.3 Associate Professor

An earned doctorate or a terminal degree appropriate to the field from an accredited college or university plus at least five (5) years of full-time service in a college or university in a rank above Instructor.

5.3.4 Professor

An earned doctorate or a terminal degree appropriate to the field from an accredited college or university plus at least eight (8) years of full-time service in a college or university including at least five (5) years at a rank of Associate Professor.

5.3.5 A candidate who does not meet the standards of 5.3.1 - 5.3.4 may also be appointed or promoted to a rank listed above provided he or she has credentials and/or experience substantially comparable to the listed standards. A recommendation for such appointment or promotion may be initiated by the individual, the DEC or a search committee, but shall not be considered further in the absence of a positive recommendation from the departmental committee. The President, upon receipt of recommendations from departments, committees, and individuals in the appointment process, shall make the final university judgment.

5.4 A full-time faculty member shall be considered for promotion pursuant to Article 4.11 provided he meets the standards of appointment (5.3.1 through 5.3.4), to the new rank or has served at least ten (10) years in the current rank. Those who have served ten (10) years or more in rank must compete under the same criteria (Article 4.11.9) as all other candidates in the promotion process except for the degree requirements set forth above in 5.3.1 through 5.3.4. This provision does not in any way constitute an obligation to promote members who are eligible for consideration.

5.5 The President may, in rare instances, where he perceives that a tangible injustice would be committed, recommend a member to the Board for promotion.

5.6 When a member transfers to a new department, any new expectations concerning credentials to qualify for promotion shall be agreed upon between the member and administration in consultation with the receiving department, reduced to writing, and shall subsequently bind all evaluators in the promotion process.

5.7 The designation of Emeritus Professor shall be bestowed by the Board upon a retiring member of full-time faculty upon recommendation of the department and approval by the University President, or recommendation by the University President.

Emeriti shall be afforded at least the following privileges: desk space if available, library privileges, catalog listing, a printed certificate, professional use of the title, invitations to university functions, course privileges available pursuant to Article 12.13, and inclusion on the mailing lists for all university publications.

.8 When a University Senate makes a written recommendation to the President, the President shall acknowledge and respond to the recommendation in writing within fifteen (15) school days of receiving the Senate's recommendation.

.9 The University Senate shall adopt a written constitution and by-laws upon ratification by a majority of its constituency. The University Senate and all university-wide standing committees shall adopt written rules of order approved by the University Senate or by another process consistent with the Senate's Constitution. The Constitution and by-laws, which become effective upon Presidential approval, shall be consistent with state and national laws, and the terms of this Agreement. The Constitution and by-laws must be consistent with each other.

.10 A majority of the membership in the University Senate shall be drawn from members.

.11 The University Senate shall adopt written Rules of Order specifying the policies, procedures and criteria governing nomination and election to university bodies under its jurisdiction or as assigned to its responsibilities by this Agreement.

.12 Each University under the direction of its President shall prepare, publish and distribute to faculty a Faculty Handbook which shall contain at least:

5.12.1 Procedures detailing the channels of communication and decision making among individuals, departments, committees and governing bodies.

5.12.2 A complete and up-to-date copy of the University Senate by-laws and by-laws of other university bodies.

5.12.3 The Handbook shall not be inconsistent with expressed provisions of this Agreement.

.13 The Board endorses the concept of participation of Instructional Faculty in the process of selection of academic administrators.

.14 Each teaching member shall belong to one home department. Departments of a university shall be established by the University Administration with the advice of the University Senate according to criteria of commonality of interest and academic purpose, without any numerical limits on size. Divisions or other major groupings of departments with some common interest may also be formed.

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5.15 Except as specifically provided in other sections of this Agreement, the academic department is the structure through which the instructional faculty shall participate in academic and personnel matters.

5.16 Departments shall express their decisions by majority vote of full-time members, except where otherwise provided by this Agreement or in the department's by-laws.

5.17 The department shall have responsibility for the content and development of courses, curriculum and programs of study within its discipline, research and service, and for evaluation of the performance of all department members, subject to all other provisions of this Agreement. Curricular changes involving individual courses and departmental programs shall be initiated at the departmental level following procedures of review as established by the University Senate and approved by the University President. Curricular changes involving core curricula shall be initiated in the appropriate university-wide curricular body and shall follow established procedures of that body. Program review recommended by a Department, University Curriculum Committee, University Senate or any member of the university administration shall directly involve the affected department(s) at the earliest practicable time. Class size limits shall be determined on sound educational principles by the appropriate Academic Dean in consultation with the department. Under normal circumstances the department shall have primary responsibility for individual teaching assignments within the department. The academic department may establish and administer policies on grading and admissions to and academic standings in its programs, providing such policies are consistent with university-wide policies established by the University Senate and approved by the University President.

5.18 Programmatic Adjustment and Redeployment of Resources The administration and CSU-AAUP concur that the universities with their diversity of intellectual and professional resources offer potential for creative problem-solving through the application of the combined capabilities of members of the university community.

Both parties to this agreement recognize that the role and importance of a department/area of study to balanced academic offerings is not accurately and properly evaluated on the sole basis of number of students studying courses in the department/area. From year to year student interests will change in both short and long term cycles. Successful educational programs result from a balance between guidance provided to students in the form of general educational requirements necessary to a broad educational experience on the one hand, and institutional efforts to meet current student interests and expectations on the other. The purpose of this Article is to facilitate the institutional processes necessary for study of the university

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structure/curriculum while student objectives and general educational programs change, during a period of steady-state staffing and budgetary constraint. This Article is not an extension of Article 16; rather its objective is to bring about the kind of prior study and change necessary to meet educational objectives without reaching the point of dislocation and hard feelings resulting from declaration of financial exigency in the academic community.

When, the University President, or the Curriculum Committee in consultation with the President, suggests that a department or program merits in depth study because of a continuing loss of student enrollment appearing to be representative of a long term trend, the President in consultation with the University Senate may establish a University Commission to effectuate the purposes of this Article.

The University President and the University Senate shall direct the formation of a University Commission composed of two (2) unit members elected by the University Senate and familiar with curricular matters, two (2) persons appointed by the University President, the Chairperson of the affected department and the appropriate Academic Dean. One further member of the Commission shall be appointed by the Senate President based upon his judgment of which member of the University Community would most contribute to the Commission's work.

The first meeting shall be convened at the call of the Senate President who shall preside until the Commission elects its Chariperson who may not be the Senate President, officer of CSU-AAUP or officer of the campus AAUP Chapter.

The objective of the Commission shall be to study the designated area and such related areas as may be appropriate and make recommendations in writing to the President and other segments of the academic community as to what adjustments, redeployments of existing personnel, curricular changes and additional actions should be undertaken to better meet needs of the entire academic community. The Commission shall complete its work within three (3) months of its first meeting, and shall not exceed its authority as set forth above.

.19 When departments are divided or merged, members may be assigned to the new organizational units by the President following consultation with all affected parties. In all other cases, a member may be transferred from one department to another only upon agreement of the member and administration pursuant to Article 5.6.

.20 A department, Curriculum Committee, the University Senate or the President may initiate a recommendation for program discontinuance. If a recommendation for discontinuance originates from a source other than the Curriculum Committee or senate as appropriate, it shall be submitted in writing to the Curriculum

Committee or senate as appropriate. Once it has received or initiated a recommendation for program discontinuance, within sixty (60) days during the academic year, the curriculum committee or senate as appropriate shall investigate the impact of such discontinuance and make its recommendations to all affected parties. Assessment of such program discontinuance proposals by all parties shall include consideration of bona fide educational needs. After reviewing the curriculum committee/senate's recommendations, the University President shall take appropriate action, including appropriate recommendations to the Board of Trustees. If a program discontinuance would result in involuntary separation of a member, said discontinuance shall not occur except pursuant to the provisions of Article 16.

5.21 Each department shall have written by-laws consistent with this Agreement describing its structure and procedures; such by-laws shall require approval by a majority of the full-time department members. A copy of such by-laws shall be filed with the University Senate, the respective Dean, the Vice-President for Academic Affairs, and the local AAUP Chapter.

5.21.1 When a dispute arises within a department regarding departmental by-laws, not related to this Agreement, said dispute shall be referred for a final binding resolution to a committee of three (3) consisting of the Dean of Personnel Administration and two (2) members (not in the affected department) appointed by the University Senate President. Such settlements shall be consistent with this Agreement.

5.22 Each department shall keep minutes of all department meetings and its standing committees and, with the exception of DEC minutes, such minutes will be available to all department members, the respective Dean and the Vice-President for Academic Affairs.

5.23 The Department Chairperson has the dual responsibility of leading the department in fulfilling its responsibilities in academic and personnel areas and of facilitating the functioning of the department in all its varied activities. The Department Chairperson is the normal channel of communications between the department and other departments, division/areas or like groupings, offices and the administration.

5.24 The department Chairperson, academic Division Director and area director shall be chosen for a term not to exceed three (3) years. New division directors shall be selected according to the campus procedure employed for the selection of department Chairpersons and serve the same term of office. Incumbent division directors shall not be affected by this provision.

5.25 In specific articles of this Agreement where the action of the University President is predicated upon receipt of a recommendation from a faculty body and where a time interval for such recommendation is prescribed by this Agreement or developed

between a University Senate and a President pursuant to this Agreement, the President may act seven (7) days after the time limit established in this Agreement or pursuant to this Agreement has elapsed without receipt of such faculty recommendation. If, in this Agreement, action by the President is predicated upon establishment of a policy mutually agreed on by himself and a university body, he shall be bound by the most recent prior university policy until agreement is reached. Actions by the President in such instances shall be reasonable and consistent with the terms of this Agreement.

ARTICLE 6

COUNSELORS

6.1 The duties of counseling faculty shall include counseling in all areas essential to the student and academic community, consultation with teachers, administrators and parents; completing the necessary reports and other supporting paperwork.

6.2 Where applicable, present counseling faculty shall continue to hold their instructional faculty rank and also tenured appointment if previously held. Those who hold a continuing appointment shall be granted tenure status. All other counselors shall be eligible for tenure in accordance with procedures of Article 4.

6.2.1 Counselors shall be listed in the University Catalog identified by their counselor rank and faculty rank where applicable.

6.3 Both parties to this Agreement recognize and endorse the participation of counseling faculty in the governance of the academic community.

6.3.1 Evaluations and assessments of counselors shall conform to the requirements of Article 4.11 and 4.12 except that the place of the DEC and Department Chairperson shall be taken by the appropriate Director or Dean. Prior to initiating the evaluation procedure, the Dean or director shall consult with the counselor(s) to develop procedures for gathering information to be used.

6.4 If the Dean of Student Affairs and the appropriate Academic Dean agree, both present counseling faculty and new appointments shall have one of two choices for their career development:

6.4.1 By mutual consent with any university department, and consistent with that department's practices, they may join a department as a member and enjoy all faculty privileges as established in this Agreement, including promotion through the instructional faculty ranks in conformance with the standards for such ranks. Such counselors must teach at least three (3) load hours per work year.

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6.4.2 Those counselors not joining a department will be eligible for tenure and promotion through the counselor ranks.

6.4.3 The standards of rank for Counselor I, II, III, and IV shall be exactly those for Instructor, Assistant Professor, Associate Professor, and Professor respectively.

6.4.4 Promotion shall be recommended by the university-wide Promotion and Tenure Committee.

6.5 Reduced time in the Counseling Center will be provided to counseling faculty teaching in a department as follows: the number of credit hours taught per week divided by the number of weeks per semester multiplied by thirty-five (35) equals released time per week.

6.6 Counselors will work an average of thirty-five (35) hours per week over a continuous 198 work day work year (inclusive of paid holidays listed in Article 6.9). As the needs of University programs dictate, the Director or appropriate Dean may require a counselor to commence his work year no sooner than August 15 and no counselor's work year shall end later than May 31. Other schedules may be arranged by agreement between the counselor and the Director or appropriate Dean. Work outside the work year shall be compensated pursuant to Article 10.

6.7 To insure confidentiality in student counseling, counselors will be provided with private offices, in which every effort will be made to make them as sound proof as possible. Where possible, waiting areas will be provided in the Counseling Center. In addition, access to a secretary will be provided.

6.8 It shall be the goal of The Connecticut State University to have no less than one (1) counselor for every one thousand (1000) FTE day students or fraction thereof on each university campus.

6.9 Paid Holidays for Counselors

If they fall within the counselor's scheduled work year, the following days shall be paid holidays for counseling faculty: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Day of Prayer, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

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ARTICLE 7

LIBRARIANS

7.1 In recognition of the professional status of librarians and to capitalize on current State University personnel, the Library Director will meet on a regularly scheduled basis with his staff in order to discuss goals, policies and service objectives of the library in the academic community.

7.2 For purposes of campus governance the librarians shall elect a spokesperson who shall have two basic functions: (1) an interface with the Library Director to discuss ways and means by which the goals, policies and service objectives (including personnel recommendations) of the library can be fulfilled with given library resources, and (2) a facilitator for participation of Librarians in the academic community. Librarians shall be eligible, as other members are, for membership in University Senates and service on and university-wide committees.

7.2.1 The Librarians shall have a library staff evaluation committee conforming to senate requirements for evaluatory committees for the purpose of participating in the promotion, tenure, renewal, and professional assessment procedure. Evaluations shall be forwarded to the Library Director who may add his independent evaluation. In addition, the library director may, at his discretion, conduct independent evaluations and assessments of library members.

7.3 The duties of the library faculty shall include: central responsibility for developing the library collections, for extending bibliographic control over those collections, for instructing students both formally in the classroom and informally in the library, and for advising faculty, scholars, and the community in the use of these collections. Library faculty will normally be assigned general responsibilities within a particular area of competence.

7.4 Library faculty in performance of their various professional responsibilities shall be scheduled for no more than thirty-five (35) hours per week, some of which may be performed elsewhere than in the library building. In accordance with university needs, flex time may be arranged subject to approval by the Library Director.

7.5 The library faculty's schedule shall be based on academic program need. Such schedules shall be recommended by the librarians for review and approval by the Library Director.

7.6 The recommendations of the American Library Association concerning the recommended numbers of support staff per librarian shall be the goal of the Connecticut State Universities.

7.7 The work year for full-time librarians shall be twelve (12) months. All full-time librarians shall be entitled to a total of twenty-two (22) working days of vacation each calendar year accured at the rate of 1.83 days per calendar month of service. Librarians may take vacation time following the completion of six (6) months of continuous employment in state service.

7.8 A library faculty member may teach up to three (3) credit hours per semester with the approval of the Library Director. Library faculty members shall be compensated on a released time basis as follows: the number of credit hours taught per week divided by the number of weeks per semester multiplied by thirty-five (35) equals released time per week.

7.9 The standards for rank for Librarians I, II, III, and IV shall be exactly those for Instructor, Assistant Professor, Associate Professor, and Professor, respectively. Promotion shall be recommended by the University-wide Promotion and Tenure Committee.

7.10 the following shall be paid holidays for all librarians: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Day of Prayer, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. If a librarian is scheduled to work on a paid holiday, he shall receive a compensatory paid day off to be taken within ninety (90) calendar days.

7.11 When any condition forces the closing or interruption of normal university operations, the President or his designee shall provide notice of such condition as soon as possible to the library faculty. Employee health and safety shall be a consideration in the President's decision to curtail or to delay university operations.

If the President officially closes the University, library faculty members shall not report for work. If the President issues a delayed opening of the University, library faculty shall report to work at the designated time. When classes are cancelled, members are expected to report on the same basis as other non-teaching personnel. However, when a library faculty member reasonably believes that s/he is unable to come to work because of hazardous driving conditions, s/he shall charge the absence to personal or vacation time and shall make every reasonable effort to contact the Director.

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ARTICLE 8

WORKING CONDITIONS

8.1 Working Conditions Working conditions may be categorized into those pertaining to professional matters and those involving the health, safety, and security of all persons when using state property. Professional working conditions are those that directly affect a member's ability to perform adequately his duties. If high standards of excellence are to be sought in the system, professional working conditions must be maintained and improved to a level of high quality. The ideal standards include: an office for each member equipped with a telephone and those furniture items pertinent to his assigned responsibilities, e.g., sound-proofing for counselor's offices, instructional equipment, materials and aids, adequate support services and appropriate library holdings such that a maximum amount of the member's time will be devoted to his assigned duties and responsibilities.

8.1.1 In order to safeguard the health, safety and security of all personnel, students, and the public, and in order to avoid liability, the parties shall make every effort to attain and maintain the standards prescribed and recommended by OSHA, NFPA, and local, state, and federal ordinances and guidelines.

8.1.2 Cases involving excessive temperature which endanger the health of the member shall be promptly brought to the attention of the appropriate Dean who shall determine appropriate action after consultation with the department Chairperson, if available. When buildings lose electrical power, members shall not be required to remain in the the building.

8.2 Space Security In order to provide adequate security and protection of personnel, property and equipment, all areas will be provided with adequate locks and patrolled by campus security personnel. Each member shall be provided with keys to areas pertinent to his responsibilities including a key to his office and to the building containing his office, in accordance with local campus policy as proposed by the University Senate and approved by the University President.

8.3 Parking Spaces All members will have free parking on campus. The President shall establish regulations for traffic and parking as necessary. Parking permits from any of the universities shall be honored on the same basis as for local members at each other university.

8.4 Support Services

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8.4.1 Department secretaries will be available in their department office throughout the calendar year except during registration period or where working conditions within the building dictate they be moved. At a department's option, the secretary's responsiblity at registration may be filled by a department member. Prior to any decision to reassign a department secretary, the appropriate Dean shall consult with the Chairperson of the department. Secretarial and clerical staff will increase in accord with departmental needs, dependent upon number of authorized positions available and funding.

8.4.2 As funding permits, work study students and/or paid student assistants will be provided for department and campus services where such assistance will facilitate university programs.

8.4.3 Duplication of instructional materials and professional work, directly related to university activities shall be free of charge and readily accessible, including adequate copying machine services for faculty and support service use. Guidelines on faculty use of duplicating services shall be proposed by the University Senate and approved by the University President.

8.4.4 The present campus schedules for interdepartmental and extra university mail services shall be maintained.

8.4.5 For payroll and record purposes each department Chairperson will submit a statement only of days absent from assigned duties for each member of a department, indicating whether they are sick leave days, personal leave days, etc. Except for unusual and extenuating circumstances, members shall give prior notice to their Chairperson of impending absence. A member may have his paychecks deposited directly in the bank through direct electronic transfer when provided by the comptroller of the State. Paychecks may also be picked up by the departmental secretary or a designated representative.

8.4.6 The libraries will provide inter-library loan services to faculty in order to facilitate obtaining reprints, instructional materials, journals, and books not contained in their holdings. Every effort will be made to improve the conditions of the CSU libraries in order that appropriate instructional standards may be achieved. The Association of College and Research Libraries formulae shall be employed to compute the appropriate CSU budget for library book acquisitions each year. The recommended sums shall be exactly reproduced in the request proposed for submission by the Board of Trustees to the Board of Governors.

8.4.7 Equipment and Supply Budgets Each university will allocate funds from its annual budget to departments for the purchase of equipment and supplies. The allotments will be made by the local University administration after consultation with the departments involved. Barring demonstrable fiscal exigencies such allocations shall not be arbitrarily withdrawn, reduced, postponed, or cancelled once made.

8.4.8 Professional Organizations Members with specific duties in a national, regional or state professional organization will receive funding and secretarial support for activities which bring credit to The Connecticut State University within the limits of budgetary constraints. Arrangements for such support shall be by the member in consultation with the Chairperson of his department and the appropriate Dean. This clause shall not be construed to include labor organizational activities involved with collective bargaining and related matters.

8.5 Conference and Workshop Funds

8.5.1 From the amount appropriated for the purposes enumerated in Article 11.9, funds may be alloted for attendance by members with at least one (1) semester of service at professional seminars, workshops or conferences. Each member shall normally not be allowed more than $1000.00 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events, provided such travel is approved in advance. Reimbursement for travel, food and lodging shall be consistent with Article 8.7 and 8.8 of this agreement.

8.5.2 Requests for attendance at professional seminars, workshops or conferences must be submitted to the appropriate Dean at least five (5) weeks in advance. Upon approval, the University President shall forward the request to the Comptroller at least two (2) weeks in advance of the attendance. The administration shall give due consideration to requests which cannot be submitted in accordance with specified time limits.

8.5.3 If a member who has had a conference/workshop approved does not attend such, notice of cancellation shall be provided to the university's business office, which shall promptly notify the Comptroller of said cancellation. As soon as possible but not more than thirty (30) days following the conference/workshop, the member shall submit a claim for reimbursement on the appropriate form and required receipts to the business office, which shall promptly process the claim to the Comptroller. If no claim for reimbursement has been submitted to the Comptroller within ninety (90) days of the date a workshop/conference was scheduled, the funds committed for that activity shall be released and made available for others.

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8.5.4 A pattern of unreasonable denial of a member's requests to attend workshop/conferences may be appealed to the University President or his/her designee.

8.6 Dispensation of Funds Within the conference and workshop funds appropriated under Article 8.5 above, the Board shall have full and final authority to allocate funds to each university and to authorize the expenditure of such funds under the authority of the President of each university. Consistent with that authority, members shall have the right to make their own travel and lodging assignments and to purchase their own tickets without seeking approval of any outside agency. The President shall consult with his cabinet and the Senate President in assigning the travel funds.

8.7 Use of Private Vehicle If a member uses a private vehicle for travel on university business, or for professional travel within the restrictions described in Section 8.6 above, the state will reimburse him for such use at the standard GSA rate. Constructive cost of use of a privately owned vehicle shall not exceed cost of conveyance by most appropriate common carrier. If a member uses a vehicle provided by the university for travel for university business, he shall be reimbursed for out-of-pocket expenses incurred at the current state rate.

8.7.1 Members who are expected to use state vehicles when such vehicles are available on campus, shall only be required to contact one (1) person or office to arrange for the use of such vehicle.

8.8 Food, Lodging and Incidental Expenses

A member who is required to travel on University business or for funded professional purposes shall be reimbursed up to the following maximum per diem rates for food, lodging, and incidental expenses as actually incurred:

In the Coterminus United States

If lodging is not involved, at the current GSA rate.

If lodging is involved, at the maximum per diem rate as published in Federal Travel Regulations dated September 28, 1981, inclusive of rates for High Rate Geographic Areas, as amended from time to time and published in the Federal Register.

Outside the Coterminus United States

Per diem rates shall be as prescribed in the Federal Travel Regulations Section 1-7.2.

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The daily rate shall not be prorated for fractions of a day; however, expenses incurred and claimed for a fraction of a day shall be reviewed and allowed only to the extent determined to be reasonable by the university concerned under the general direction of the Board. All expenses shall be reported on forms and justified in a manner required by the Comptroller.

8.9 A member who is required to travel out-of-state on University business shall be provided with a cash advance in the amount which he requests to cover necessary expenses at the rates provided in 8.8 above. At the conclusion of the trip, the member shall submit the proper vouchers or receipts to justify his advance. If the advance taken was less than justified, the member shall be reimbursed for his out of pocket expenses within thirty (30) days of filing the required expense report. If the advance taken was more than justified, the member shall reimburse the agency promptly upon his return.

8.10 All companies providing annuities, tax shelter plans or like services shall have access to payroll deduction for members' payments if and only if approved by CSU-AAUP, provided that CSU-AAUP arranges for a single fiscal agent to disburse funds to the various plans. Either party may, after August 31, 1983, abrogate this provision by giving ninety (90) days written notice to the other party.

8.11 University Research Grants During the life of this Agreement there shall be available to members a pool of money to fund research grants in the amounts set forth in Article 11.9.2. These monies shall be available at each university in an aggregate amount proportional to the number of members at that University.

Grant applications shall describe the nature of the proposed research and include a budget of up to $3,000 per year which may be used as a general stipend or for support services, supplies, and equipment at the grantee's option. The grants shall be outright.

There shall be a Connecticut State University Grants Committee of eight (8) members: four (4) appointed by the CSU-AAUP and Four (4) appointed by the President of The Connecticut State University. The Committee shall solicit and review grant proposals which must be received by the Committee not later than January 1st of each year. The Committee shall recommend meritorious proposals to the President of The Connecticut State University by March 1st of each year. The President of The Connecticut State University shall forward his recommendations to the Board of Trustees, which shall announce the grants it has approved by April 10 of each year. Approval of grant proposals shall be based solely on the merit of the proposal and availability of funds.

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Within three (3) months of the termination date of a grant, the principal investigator(s) shall submit to the Committee a report describing the results of the research and shall include a detailed accounting of the funds granted.

8.11.1 In addition to the grants funded under 8.11 above, the Board using the same approval and reporting process shall make available each summer twenty (20) outright grants of $2,000 each to support member research. These grants shall be awarded on a competitive basis throughout The Connecticut State University.

ARTICLE 9

WORKLOAD

9.1 It is recognized that faculty work outside specific requirements updating their skills through appropriate review of professional journals, participation in curriculum revisions, course updating, pursuit of research, publication and similar related activities.

Work Year for Teaching Members

The work year for all members of the bargaining unit, excluding librarians, and counselors, shall be that period which begins on the fourth, Monday in August and terminates on the last day in May. For all teaching members of the bargaining unit, the academic year shall be two (2) semesters. Each semester shall be for a maximum of seventeen (17) weeks. Each semester shall include seventy-five (75) scheduled days of instruction and evaluation and up to ten (10) additional days for registration, academic counseling, convocations, exclusive of Saturdays and Sundays. The semester shall not include scheduled vacations. The spring semester shall also include commencement exercises no later than fifteen (15) days after the end of the final examination period.

9.1.1 No classes shall be scheduled for teaching members on:

New Year's Day	Memorial Day
Martin Luther King Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Thanksgiving Day
Day of Prayer	Christmas Day

9.2 The instructional load for teaching members shall be twelve (12) load hours per semester in The Connecticut State University. No teaching member of the bargaining unit shall teach less than three (3) load hours per academic year. Except where otherwise provided in this agreement, one (1) class hour of lecture equals

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ne (1) load hour and one (1) class hour of science laboratory, ndustrial/technical laboratory, physical education laboratory, sychology laboratory or fine arts laboratory equals hree-quarters (3/4) load hour.

.1 Student teacher supervision shall be credited at the rate of one (1) load hour for each two (2) students supervised. (Credit for teaching methods courses used concomitantly with student teacher supervision shall be granted pursuant to article 9.2 above and not by this formula.) Such supervision shall at least include:

9.2.1.1 A supervised placement of not less than (8) nor more than (16) weeks;

9.2.1.2 Separate school visitations, responsive to student needs, to observe and confer with each student teacher and cooperating teacher for each placement; and

9.2.1.3 The offering of such activities as seminars, pre-student teaching activities, post-student teaching activites, and/or other related activities agreed to in advance by the appropriate department and appropriate Academic Dean.

2.2 Aggregate member credit for team-taught courses shall be at least the amount called for by the appropriate article above and at most twice that amount, as determined by the department(s) involved in consultation with and upon approval by the appropriate academic Dean, and shall be distributed equitably amoung the members involved.

The provisions of this section shall not be construed as permitting an increase in traditional class size norms. Class size will be determined by enrollments at the end of the third week of each semester. The purpose of additional credit for instruction of large classes is to insure increased instructor time to meet student needs. Load credit in excess of normal load hours for a three (3) SH course shall be allowed for classes which fall within the following range:

Enrollment	Additional Load Hour Credits
43-80	1 additional load hour credit
81-175	2 additional load hour credits
176 and over	3 additional load hour credits

In the event this figure varies from the limit on class size set at the time of registration, adjustments in load will be made in accordance with Section 9.5.

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9.4 Load hours allowed for specialized assignments such as social work practicum, field experience, nursing clinical practice, video tape instruction, coaching, athletic training, and instructional student activities will be determined in letters of agreement to be negotiated between the President or designee of the respective universities and CSU-AAUP in consultation with the President of the Connecticut State University or his designee. Unless a request for change is made by either party within ninety (90) days of approval by the General Assembly, existing side letters shall be continued. Existing side letters for which changes are not agreed shall continue in force as past practice. These letters will be affixed to and become part of this contract. A good faith attempt shall be made to negotiate these letters of agreement immediately.

9.4.1 Load credit may be granted by the appropriate academic Dean on the recommendation of the department for independent study direction on the basis of one-ninth (1/9) load hour credit per student for each one (1) hour of academic credit earned by the student, for each semester in which students are directed or supervised, provided that no member shall receive more than three (3) load hour credits in any semester for such instructional activity, and no member shall receive more than one (1) load hour credit for any one (1) student.

9.4.2 Load credit shall be granted for master's thesis direction as follows:

One half (1/2) load hour credit when first draft of the thesis is submitted to the thesis director, who shall so certify to the Department Chairperson.

One half (1/2) load hour credit when the thesis is accepted.

The load credit is allowed in lieu of that any member might receive for working with students in a graduate level course in which thesis preparation is the principal work of the course.

9.4.3 Coaching intercollegiate athletic teams is an instructional activity. Because loss of coaching staff causes an extraordinary impact on a university as a whole, members who were hired to coach such teams and were responsible for such coaching on August 20, 1982, shall continue to be responsible for such coaching unless expressly relieved from such duties by the President.

9.4.4 Members assigned to teach courses away from their main campus shall be reimbursed for mileage and other extraordinary expenses in accordance with standard state travel regulations but at GSA rates for mileage.

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Use of personel vehicles to reach such assignments shall not be unreasonably denied.

Members having workloads in excess of twelve (12) load hours in any semester shall have an appropriately reduced load within the next three (3) semesters to assure an average workload of twelve (12) load hours. Similarly, members having workloads of less than twelve (12) load hours in any semester that is not due to compensation for prior overloads can have an appropriately increased workload within the next three (3) semesters. A member may not be provided a modified load within three (3) semesters until at least three (3) excess load hours have been accumulated. At the time of scheduling for each semester the Chairperson of a department shall submit all proposed overloads for the approval of the appropriate Academic Dean. The Administration shall maintain records of all faculty load. By the fifth week of the semester the Administration shall have circulated a faculty load report to departments. During the ensuing three (3) weeks the department shall report discrepancies to the officer(s) responsible for the record. A final record of the faculty load shall be issued by the administration, and shall be circulated to departments for posting prior to the twelfth (12th) week of the semester.

Released Time

9.6.1 Chairpersons shall receive load credit for their responsibilities under the following formula:

Full Time Department Members	Load Hours
1 - 3	1.5
4 - 5	3
6 - 15	6
16 - 25	9

In departments having more than twenty-five members, three (3) load hours will be allowed for an assistant Chairperson for specific administrative duties.

9.6.2 Additional non-instructional load credit for administrative and quasi-administrative duties performed by teaching members may be assigned by the President or his designee. Such designation should follow departmental consulation.

9.6.3 No full-time teaching member of the bargaining unit shall teach less than three (3) load hours per academic year.

.7 Recommended scheduling of classes shall be submitted by the department to the appropriate Academic Dean. Conflicts in schedules shall be resolved by the appropriate Academic Dean or Academic Vice President working cooperatively with the Department Chairperson and Registrar.

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9.7.1 No member with a class, university or department assignment after 6:00 p.m. on one day shall be given any assignment prior to 9:00 a.m. on the next day without the member's consent.

9.7.2 Whenever possible, instructional activities shall not be cancelled without prior consultation with the Department Chairperson.

9.8 Both parties to this agreement recognize the appropriate contribution to university excellence provided by part-time instruction for the purpose of accommodating unanticipated student demand, providing instructional expertise unavailable elsewhere, staffing extension programs and meeting emergencies. In addition, both parties agree the fall 1978 percentage of part-time instruction represents an acceptable level for The Connecticut State University during a time of shifting student demand and steady-state staffing. Hence, the desired level of part-time faculty in The Connecticut State University for the life of this Agreement shall be the part-time level realized in the fall 1978 semester as defined in Article 9.8.4.

9.8.1 In accommodating the part-time requirements identified above, a university may exceed its Fall 1978 part-time percentage of bargaining unit work load hours by no more than five (5.0) percent.

9.8.2 Each December and May during the life of this Agreement, the Board shall provide CSU-AAUP with a report on each university's use of part-time faculty.

9.8.3 The Board Agrees that it shall continue to examine excessive differences in part-time faculty usage among the universities and to adjust such differences to the extent possible.

9.8.4 Part-time percentage for a particular university or The Connecticut State University shall be computed by multiplying by one-hundred (100) all load hours earned by part-time members (excluding all part-time load hours attributable to sabbatical and retraining coverage) divided by the aggregate faculty load hours for the particular university or The Connecticut State University based upon the data for the particular semester.

9.9 Teaching members are expected to be available to meet their obligations and student needs and shall be required to hold office hours appropriate to the needs of their students and their academic discipline. Each member shall schedule and conduct at least five (5) office hours per week. Office hours shall be scheduled at least three (3) teaching days per week at times reasonably convenient for students in agreement with the department Chairperson and will be posted on the appropriate

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departmental office bulletin board and reported by the department Chairperson to the appropriate academic Dean or academic Vice President. Alternate office hour arrangements for members with substantial off campus loads, where appropriate, may be made with the approval of the Acacemic Vice President. This requirement may be temporarily increased by the appropriate academic Dean during registration periods. The Board and CSU-AAUP agree that all students will be given adequate advising by members during registration and throughout the school year to assure the pursuit of sound educational objectives.

Released time for supported research may be in the amount of one load hour for each $1,000 of indirect cost funds generated by the research up to a maximum of nine (9) workload hours of released time per semester except where granting agencies or similar agents require greater released time as a condition of consideration in the grant proposal and for which the institution is agreed and compensated. Such released time may be used to fulfill the matching funds requirement as now stipulated by many granting agencies. However, released time may be granted by the appropriate Academic Dean after consultation with the Department Chairperson in support of otherwise non-supported research.

. During the Fall and Spring semesters, outside agencies may purchase up to nine (9) load hours of a member's workload, except where granting agencies or similar agents require greater purchased time as a condition of consideration in the grant or contract proposal and for which the institution is agreed and compensated.

1 Compensation may be awarded to members for such contract/grant activities as seminars, workshops, conferences, institutes, community programs, curriculum development and evaluation of such activities not officially part of the approved university curriculum. Provision of services enumerated above that do not interfere with a member's normal workload shall be excluded from the workload provisions of this Agreement.

ARTICLE 10

SUMMER SCHOOL-INTERSESSION

.1 For purposes of this Agreement, (a) "Summer session" refers to one or more sessions of classes and/or other organized educational activities which are scheduled to occur between the end of the final examination period for the Spring semester and the beginning of the Fall classes, and (b) "intersession" refers to one or more sessions, classes and/or other organized educational activities which are scheduled to occur between the end of the final examination period for the Fall semester and the beginning of the Spring classes or during another period outside of the normal academic year.

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10.2 Salary For Summer Session and Intersession

Wages per load hour shall be:

	1985	1986
Professor	$653	$679
Associate	$562	$584
Assistant	$463	$481
Instructor	$414	$430

Load hour wage rates for summer, 1987 shall be subject to wage reopener negotiations, pursuant to Article 24 of this Agreement.

10.2.1 Summer Session salaries shall be paid no later than five working days after the end of the session.

10.3 Tentative Agreements for summer session employment shall be offered in writing not later than April 1 of each year and for intersession not later than October 1 of each year.

10.4 In staffing instructional assignments for summer sessions, full-time members with appropriate qualifications shall be given the right of first refusal for such assignments. Offers not unequivocally accepted in writing by April 10 shall be deemed refused. For intersession the deadline for acceptance for offers shall be October 10.

10.5 Chairperson Compensation

10.5.1 The Chairperson of any department which generates at least 500 student credit hours during the summer sessions shall be offered three (3) hours released time summer session load.

10.5.2 Other department Chairpersons not compensated under 10.5.1 shall, if asked by the Vice President and with Chairperson agreement, perform administrative services during summer session. Such Chairpersons shall be compensated for such services in agreement with the Vice President for Academic Affairs. Departments may recommend such arrangements to the Vice President.

10.5.3 A sum of $9,450 shall be available at each university for the purposes described in 10.5.1 and 10.5.2.

10.5.4 If a Chairperson declines or is unavailable to accept an assignment as offered in 10.5.1 above, such assignment may be delegated to another department member by the Vice President for Academic Affairs in consultation with the department Chairperson.

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10.5.5 Chairpersons employed pursuant to Articles 10.5.1 through 10.5.4 shall be available at reasonable times during summer sessions as agreed upon with the Vice President for Academic Affairs.

6 The Board warrants that it shall make every reasonable effort to maintain the programmatic integrity of summer session offerings and shall exercise as great care as heretofore in decisions to cancel classes.

7 Each university will publish its guidelines for cancellation of Summer Session courses no later than May 1 of each year.

ARTICLE 11

COMPENSATION

.1 The parties to this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs.

.2 Definitions

11.2.1 Current salary: A member's individual bi-weekly gross salary (does not include longevity) as of the last day of the pay period which precedes September 1.

11.2.2 The effective date for the start of the new salary rate for each academic year shall be the first Friday of that bi-weekly pay period which includes September 1.

11.2.3 Number of years in rank: The number of years that the member has served at his academic rank in The Connecticut State University as of the day identified in 11.2.1. Fractional years of service shall be rounded to the nearest integer.

.3 Maximum salaries for the four academic ranks shall be:

	1984-85		1985-86	
	Annual	Bi-weekly	Annual	Bi-weekly
Instructor	$26,033	$ 997.44	$27,856	$1067.28
Asst. Prof.	29,960	1147.90	32,057	1228.24
Assoc. Prof.	36,380	1393.87	38,927	1491.46
Professor	42,607	1632.46	45,590	1746.75

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11.4 Minimum salaries for the four academic ranks shall be:

Instructor	$17,000	$651.35	$17,500	$ 670.50
Asst. Prof.	20,000	766.29	21,000	804.60
Assoc. Prof.	25,000	957.86	26,000	996.17
Professor	3C,000	1149.43	31,000	1187.74

11.5 Salary Determination.

11.5.1 A unit member shall receive a salary not less than the minimum salary (11.4) nor more than the maximum salary (11.3) for the academic year for the rank to which appointed, except as provided in 11.6. The effective date for salaries at the beginning of the academic year shall be the appropriate dates specified in Article 11.2.2.

11.5.2 Salaries of members previously employed as full-time unit members shall, as of the effective date specified in 11.2.2, be increased according to Articles 11.5.3 through 11.5.6.

11.5.3

Number of years in rank	Increase current salary by
1	2/9)
2	2/8)
3	2/7)
4	2/6) OF THE DIFFERENCE BETWEEN THE
5	2/5) MEMBER'S CURRENT SALARY AND
6	2/4) THE APPROPRIATE MAXIMUM SALARY
7	2/3)
8 or more	2/2

11.5.4 Notwithstanding Articles 11.5.3 and 11.5.5, no member shall receive a new base salary less than the minimum for the rank or, in 1984, less than 1.0602 times the "current" salary and, in 1985, less than 1.0602 times the "current" salary unless said salary would exceed the maximum salary, in which case the maximum (11.3) shall be the member's salary.

11.5.5 Notwithstanding the above provisions no member who was not promoted shall receive a new base salary in 1984 more than 1.0926 times the "current" salary and, in 1985, more than 1.089 times the "current" salary except where a greater increase is necessary to bring the member's salary up to the minimum for his rank. In no case shall the member's salary exceed the maximum for his rank.

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11.5.6 A member who is promoted effective 1984 or 1985 shall have his base salary increase computed according to 11.5.3 through 11.5.5, as if not promoted. In addition, his salary shall be increased by $600.00 for promotion to Assistant, $700.00 for promotion to Associate and $800.00 for promotion to Professor, provided that his new base salary shall not be less than the minimum (11.4) for his rank.

.6 For the duration of this contract, up to thirty-three (33) unit members holding earned Doctorates may receive a bi-weekly supplemental salary of up to two hundred dollars ($200) providing they teach and hold Doctorates in areas certified by the President of the University to CSU-AAUP as critical areas. It is expected that areas certified as critical areas will change. Critical areas shall be evaluated and certified annually. Supplemental salaries shall be discontinued when the annual evaluation indicates an area is no longer critical.

.7 Promotions Promotion is the method by which the academic community recognizes excellence in teaching, service to the University, research and intellectual or artistic contribution to a learned campus society. Accordingly, The Connecticut State University makes available a number of promotions each year to recognize the contributions of its members.

.8 A member's annual salary shall be distributed on the following basis:

11.8.1 Members previously employed or newly appointed effective on the date specified in 11.2.2 shall be paid at a bi-weekly rate of 10/261 of the annual salary rate.

11.8.2 Teaching members newly appointed effective Spring, 1985 or 1986, shall be paid bi-weekly 1/26 of the annual salary for thirteen (13) pay periods. At the member's option, the member shall receive 1/32 of the annual salary for sixteen (16) pay periods providing continual bi-weekly checks until the first pay check of the following academic year.

11.8.3 Members leaving the bargaining unit having completed all work obligations in an academic year shall receive the remainder of their annual salary earned for that year.

11.8.4 Members leaving the bargaining unit having completed all work obligations of the fall semester shall receive the remainder of one-half (1/2) of the annual salary earned for that semester.

11.8.5 Members leaving the bargaining unit at any time other than the times identified above shall receive the remainder of the portion of their annual salary earned. This amount shall be computed on a per diem basis, subject to the work year specified in 9.1 and requirements of 4.9.4.

11.9 Special Funds

11.9.1 For the purposes delineated in Articles 8.5, 11.6, and 12.16 there shall be $200,000.00 appropriated for each year of this Agreement.

11.9.2 In addition, the sum of $100,000.00 shall be allocated for 1985 and $125,000.00 shall be allocated for 1986 to effectuate the purposes of Article 8.11 and 8.11.1.

11.9.3 Unexpended funds appropriated pursuant to articles 11.9.1 and 11.9.2 of this Agreement and to 11.9 of the preceding Agreement shall carry forward from year to year and be available for expenditure until exhausted. It is the intention of the parties to this Agreement that any unexpended funds under these articles remaining at the end of this Agreement shall carry forward into the next Agreement.

11.10 If the administration believes that a member's failure to perform scheduled duties should result in a loss of pay, it shall issue a letter of intent to withhold pay with reasons justifying such intent. Copies of this letter shall be sent to the member and his department chairperson. The member may contest the proposed action through the grievance procedure, except that said grievance must be filed within seven (7) days of the receipt of the letter of intent. The resolution of this grievance shall determine the substantive issue of how much pay, if any, shall be withheld.

ARTICLE 12

LEAVES AND FRINGE BENEFITS

12.1 Personal/Religious Leave Up to three (3) days of personal leave with pay may be taken within each calendar year. Members who desire such leave are required, except in an emergency, to inform the department chairperson in advance. Personal leave of absence days not taken in the calendar year in which they are granted shall not be accumulated. In order to meet religious obligations, leave in excess of the three (3) personal days may be taken without loss of pay if the Department Chairperson is satisified that the member's responsibilities will be met in some other reasonable manner.

12.2 Sick Leave All full-time teaching members shall accrue sick leave with pay at the rate of ten (10) working days for each work year of continuous full time service. All ten (10) month librarian and counseling members shall accrue sick leave with pay at the rate of twelve and one-half (12.5) days; twelve (12) month librarians shall accrue fifteen (15) days. Each full-time member shall be credited at the commencement of the work year

with a full year's anticipated sick leave accrual. A member who has been credited with a full year's sick leave days and whose services with The Connecticut State University are terminated prior to the end of the contract year for whatever reasons (termination, resignation, or retirement) shall have deducted from his terminal salary the value of sick leave used beyond that which he would have received on a prorated basis. All part-time faculty members in the bargaining unit accrue sick leave with pay for continuous service from the date of initial employment at the rate of one and one-fourth (1 1/4) days per calendar month multiplied by the following fraction: the number of hours worked per week divided by thirty-five (35).

Earned sick leave is granted to a member for the following reasons: (1) incapacitation for duty; (2) dental, medical or eye examination or treatment for which arragements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family when as much as five (5) working days' leave with pay shall be granted (immediate family means husband, wife, father, mother, sister, brother, or child, or any other person who is domiciled in the member's household); (5) if critical illness or severe illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the member, when up to three (3) working days' with pay in a calendar year shall be granted; (6) disabilities caused or contributed to by pregnancy, including recovery therefrom; (7) the University President may also authorize the use of sick leave not to exceed in the aggregate a total of ten (10) working days' leave per calendar year, to fulfill the obligations of traveling to, attending, and returning from funerals. An acceptable medical certificate if required to substantiate a request for sick leave in the following situtions: any period of absence of more than five (5) consecutive working days where appropriate; leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such certificate.

12.2.1 No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.

12.2.2 Sick leave shall accrue for the first twelve (12) months in which an employee is receiving compensation benefits in accordance with Sec. 5-142 or 5-143 CGS.

12.2.3 Upon death of a member who has completed ten (10) years of state service, the Board shall pay to the beneficiary one-fourth (1/4) of the deceased member's daily salary for each day of sick leave accrued to his credit as of his last day on the active payroll up to a maximum of an equivalent of sixty (60) days' pay.

12.2.4 Compensation At Retirement Upon retirement, a member shall be compensated at the rate of one-fourth (1/4) of his daily salary for each day of sick leave standing to his credit as of his last day on the acetive payroll, up to a maximum of an equivalent of sixty (60) days' pay.

12.3 Sick Leave Bank

12.3.1 The sick leave bank previously established for use by full time members who have exhausted their own sick leave and who have a catastrophic and extended illness is continued. The bank shall be established by a mandatory contribution of four (4) days of accumulated sick leave from each new member and maintained at a minimum of four (4) days per member after the first year of maintenance. The maximum contribution shall be eight (8) days per member per academic year. The Board shall credit up to 2.5 days per year per teaching member to the sick leave bank, as needed, before additional assessments are made against continuing members.

12.3.2 The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members designated by the Board to serve at its discretion and four (4) members designated by the Association to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and determining the eligibility and the amount of leave:

1. Adequate medical evidence of catastrophic and extended illness;
2. Prior utilization of all available sick leave.

12.3.3 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) work days. Upon completion of the thirty (30) work day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. In normal circumstances such grants from the sick leave bank shall not exceed a total of 120 consecutive work days per occurrence.

12.3.4 If the sick leave bank is exhausted, it shall be renewed by the contribution of up to four (4) additional days from each member covered by this agreement. Such additional days will be deducted from the member's annual days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.

12.3.5 The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to grievance or appeal.

12.3.6 When a member has a catastrophic and extended illness which has exhausted his sick leave, a request for use of the bank may be made to the local Dean of Personnel Administration, who shall forward the application to the Sick Leave Bank Committee.

.4 Maternity Leave A member is entitled to a maternity leave of absence for a period of four (4) months. During the period of actual disability, sick leave shall be granted under exactly the same terms and conditions that sick leave would be granted for any other temporary disability. "Disability" is defined as the hospital stay and any period prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job. The employee shall be granted on written request the use of earned vaction time and/or leave without pay.

.5 Child Rearing Leave Upon request a member may be granted a child rearing leave without pay of up to one (1) year which will be granted in accordance with Section 12.8 of this Agreement. Such leave shall not be unreasonably denied.

.6 Sabbatic Leave Sabbatic leave is educational leave. Sabbatical leaves are granted only for the benefit of The Connecticut State University and must be for purposes of scholarly and creative endeavors that advance the professional competence, retrain, enrich the teaching, or enhance the research of the member to the benefit of the universities. Upon the completion of six (6) years of full time service, a member is eligible for a sabbatic leave. Untenured members may not take a sabbatic leave prior to an affirmative tenure decision. After a sabbatic leave, a person does not again become eligible until the completion of an additional six (6) years of full time service. The number of sabbatic leaves available each year is limited and depends upon the availability of funds. Leaves are granted without regard to seniority or the number of years a person has been eligible for a sabbatical. Special consideration shall also be given to members seeking sabbatic leave for the express purpose of retraining to meet institutional needs. Proposals for such leaves must be submitted in writing as prescribed in university regulations. Each proposal will be judged on its merits through a process proposed by the University Senate and approved by the University President. The Board of Trustees will grant sabbatical leaves only upon recommendation of the University President. In order to facilitate the work of sabbatic leave committees and to document the value to the universities of sabbatic leaves, each member will submit to the President and the Sabbatic Leave Committee within one (1) semester of return from sabbatic leave a written statement setting forth the experiences and accomplishments attained in his pursuit of the objective set forth in his proposal; such statement shall be retained by the Sabbatic Leave Committee and be available to the university community. A sabbatic leave may be granted for either a full year at half pay

or a half year at full pay without prejudice. A member on sabbatic leave shall continue to accrue sick leave, longevity credit and retirement credit at the full-time rate. Sabbatic leave outside the normal academic semester shall be permissible. A member to be eligible for longevity payment during the sabbatic year must be on the payroll on either April 1 or on October 1 of the year in question.

12.7 Educational or Professional Leave Members may receive at the discretion of the President leave with pay for up to five (5) working days for each occurrence, which may or may not be consecutive. Such leaves must be for the benefit of The Connecticut State University and may include such activities as attendance at conventions, professional meetings or taking part in seminars devoted to an appropriate subject. Leave to attend AAUP conferences or conventions is not covered by this section but is covered by Article 18 of this Agreement.

12.8 Leaves Without Pay Upon the recommendation of the University President, unpaid full or partial leaves of absence for one semester or one year may be granted to members by the Board of Trustees. Applications shall be filed not later than October 1 or February 1 preceding the semester in which the leave is requested. During an unpaid leave, a member may exercise the option of continuing all benefits normally provided by the University by paying all of the required premiums for such benefits. While on unpaid leave, a member shall remain an employee of the University; however, the period of any such leave shall not be considered a period of service for purposes of seniority, or eligibility for tenure or promotion or sabbatic leave. Effective only upon return to active status, a member returning from leave of absence without pay shall be accorded all collective bargaining increases to base salary and fringe benefits which became effective during the period of the member's leave of absence without pay which would have applied to the member had he not been on leave of absence without pay.

12.9 Military Leave Military leave shall be granted in accordance with state and federal statutes.

12.10 Jury Leave Any member of the bargaining unit who serves on a jury shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all fees for such jury duty to the Board of Trustees.

12.11 Insurance Benefits Except as specifically modified by this Agreement, state and federal insurance benefits uniformly available to bargaining unit members as of the date of signing this agreement shall continue to exist during the term of the contract unless specifically modified by federal legislation. Such insurances include but are not limited to:

Blue Cross Semi-private Hospital plan with all riders attached as of the signing of this Agreement.

Blue Shield Century 96 plan with $5.00 per visit deductible.

Blue Cross Prescription Drug Plan

Blue Cross Co-pay Dental Plan

Major Medical co-insurance plan covering 80% of first $2000.00 of claims and 100% of the excess during the benefit period with $100.00 deductible and a maximum benefit of $100,000.00.

Members of the bargaining unit shall continue to have the election to join qualified Health Maintenance Organizations (H.M.O.'s) in lieu of medical coverage under this Agreement. In the event that new or additional Health Maintenance Organizations become operational in Connecticut and are approved by the Comptroller, employees will have the option of enrolling in such programs. The State's contribution for premiums for such programs shall be governed by existing practice.

The State's contribution for dependent coverage health insurance premiums shall continue to be seventy (70%) percent.

The state's group life insurance plan pursuant to Sec. 5-257 CGS, as was available to members on the date of signing this Agreement.

12.11.1 At member's option and expense, major medical coverage may be increased to $1,000,000.00.

12.11.2 The parties agree to reopen negotiations on medical and insurance benefits pursuant to Article 24 in 1986-87, except that improvements reached pursuant to existing or subsequent agreements between the PCC and the State shall become effective immediately upon ratification by the Board.

12.12 Longevity Payments A full-time member who has completed not less than ten (10) years of state service shall receive semi-annual lump-sum longevity payments based on service completed as of the first day of April and the first day of October of each year, as follows:

A member who has completed ten (10) or more years but less than fifteen (15) years of state service shall receive an amount equal to one-fourth (1/4) the longevity base for his rank.

A member who has completed fifteen (15) or more years but less than twenty (20) years of state service shall receive an amount equal to one-half (1/2) of the longevity base for his rank.

A member who has completed twenty (20) or more years but less than twenty-five (25) years of state service shall receive an amount equal to three-fourths (3/4) of the longevity base for his rank.

A member who has completed twenty-five (25) or more years of service shall receive an amount equal to the longevity base for his rank.

12.12.1 The longevity base for each rank shall be as follows:

INSTRUCTOR, COUNSELOR I, LIBRARIAN I	$480.60
ASSISTANT PROFESSOR, COUNSELOR II, LIBRARIAN II	$534.60
ASSOCIATE PROFESSOR, COUNSELOR III, LIBRARIAN III	$664.20
PROFESSOR, COUNSELOR IV, LIBRARIAN IV	$774.00

12.12.2 Such semiannual longevity lump-sum payments shall be made during the months of April and October of each year, except that a retired member shall receive, during the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of his retirement.

12.12.3 Part-time, seasonal, or intermittent state service shall be credited as state service for the purposes of this section when such part-time, seasonal, or intermittent service, accumlated, totals the calendar years herein above specified.

12.12.4 When a member is on a leave of absence without pay on a date when he would otherwise be entitled to a longevity payment under this section, such payment shall be made to him within sixty (60) days after he is reinstated to service in a pay status.

12.13 Course Privileges Subject to the approval of the receiving university, A permanent, full-time or emeritus member, with at least one (1) semester of service, his spouse and unmarried children under the age of 25, may take courses without tuition or State University fee at any university within The Connecticut State University on a space available basis, provided, however that participation in said courses shall not interfere with the member's employment obligations. Individuals taking courses on this basis may be admitted to a course in which space is not available, at the discretion of the instructor. Admission to a course shall not be counted toward overload credit as described in Section 9.3 of this Agreement. Cost of this provision shall be absorbed.

12.14 The Board shall provide the optional mechanism of payroll deduction for all employee contributions authorized by law.

.15 As soon as possible each fall semester each member of the bargaining unit shall be provided with a written accounting as of September 1 of each year setting forth the member's current status on the following items:

Amount of cumulative annual sick leave;
Current salary;
Years of credit toward retirement;
Years of credit toward longevity payment;
Years of eligibility for next sabbatical leave;
Termination date for members on pre-tenure contracts;
Years of credit potentially applicable toward tenure.

.16 Retraining

12.16.1 From the amount appropriated for the purposes enumerated in 11.9.1 funds may be alloted for purposes of retraining of members. Such funds shall be used to defray, tuition, book, travel, and related expenses incurred by a member in pursuing a retraining program approved by the University President and CSU-AAUP. Retraining of a full-time member who wishes to learn a new discipline, either within or outside of the disciplines encompassed by his department, may be funded in accordance with procedures established above.

12.16.2 Dispensation of Funds Within the retraining funds allocated under Article 12.16.1 above, the Board shall have full and final authority to allocate funds to each university and to authorize the expenditure of such funds under the authority of the President of each university as described in 12.16.1 above.

ARTICLE 13

PENSIONS

13.1 Except as altered by an agreement between the Pension Coordination Committee and the Board, the pension plan each member is enrolled in on the date of the signing of this Agreement shall continue to exist for the affected member during the term of this Agreement.

13.2 New members shall continue to have access to plans extant on the date of the signing of this Agreement unless altered in accordance with 13.1 above.

13.3 Each party to this Agreement shall name three (3) people to a committee charged with responsibility to study the impact of an early retirement incentive program on the age structure of the bargaining unit and the educational mission of The Connecticut State University. Said committee may seek, at the option of the

parties to this Agreement, involvement of those who negotiated the prevailing pension Agreements if proposals under discussion or negotiation would impact significantly prevailing pension agreements or supporting actuarial assumptions. If such plan is desirable, the parties shall in good faith seek to reach agreement on such a plan.

Any resultant Agreement shall be submitted to the General Assembly as a single item contractual agreement considered timely notwithstanding the provisions of Article 24.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 The parties agree that all problems should be resolved whenever possible before a filing of a grievance, and they encourage open communication between management and members of the bargaining unit so that resort to a formal grievance will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level. The purpose for this Article is to promote an efficient procedure for the investigation and resolution of complaints and grievances.

14.1.1 A "grievance" is an allegation or complaint that there has been a violation of the collective bargaining agreement and/or procedures or prescribed criteria rules established expressly pursuant to this Agreement. G r i e v a n c e s involving discretionary decisions shall be processed solely with respect to whether or not the prescribed procedures were followed and whether or not prescribed criteria rules were observed.

14.1.2 The term "grievant" shall mean a member or a group of members of the bargaining unit or CSU-AAUP in a dispute as defined in 14.1.1 above or management in a dispute as defined in 14.1.1 commencing at Step 3.

14.1.3 The time limits indicated herein shall be considered maxima unless extended by mutual agreement in writing.

14.1.4 In computing calendar days pursuant to this article, the first calendar day shall be the first full day following the filing of the grievance or the prescribed action.

14.1.5 Termination grievances shall be processed pursuant to Article 15 of this Agreement.

14.2 Informal Procedure for Complaints Any member of the bargaining unit may informally present his complaint to the department chairperson or appropriate administrator, either with or without designated representatives of the CSU-AAUP present, at the complainant's option. Similarly, designated representatives of

the CSU-AAUP may informally present and discuss a complaint on behalf of any member or group of members with the Department Chairpersons or appropriate administrator. If the complainant so requests, the appropriate Department Chairperson or administrative office or designee shall respond to the complaint within seven (7) calendar days. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances, but shall be a final resolution of the particular complaint. However, such resolution shall not be binding upon the CSU-AAUP unless it participated in the formal procedure and approved the resolution in writing.

.3 Representation By this Agreement, the CSU-AAUP shall have the right to represent any member in grievances filed hereunder, provided members may elect to represent themselves or be represented by legal counsel. If a member elects to represent himself or be represented by legal counsel, CSU-AAUP shall not be obligated to represent the grievant. If a member elects to be represented by CSU-AAUP, neither CSU-AAUP or the administration shall be obligated to communicate with the member's private legal counsel or any other outside parties. If a member covered by this Agreement elects not to be represented by CSU-AAUP, the member shall so indicate in writing and the Board shall promptly inform the CSU-AAUP in writing of the grievance. A CSU-AAUP representative shall be present at all stages of the formal grievance and arbitration procedure for purposes of fulfilling CSU-AAUP's statutory obligations pursuant to the Secs. 5-270 - 280 CGS. Resolution of any individually processed grievance shall be consistent with the terms of this Agreement and for this purpose the CSU-AAUP shall be provided with a written statement of the resolution of the grievance if the CSU-AAUP is not involved in representing the member. No resolution of grievance in which the CSU-AAUP did not represent the grievant shall constitute a precedent. CSU-AAUP shall provide the President of each university with an up-to-date list of authorized grievance representatives at the beginning of each academic year and shall promptly notify the President and the Board of changes during the year.

.4.4 Grievance Forms All grievances and requests for review must be submitted in writing on forms as contained in Appendix C, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the CSU-AAUP representative may sign such documents for the grievant, subject to later filing of a copy signed by the grievant. The appropriate administrator may refuse consideration of a grievance not filed in accordance with this Article.

14.5 Formal Grievance Procedure If informal attempts at resolving a complaint do not result in a settlement, a formal grievance may be filed.

14.5.1 Step I The grievant shall file a written grievance with the appropriate Dean within thirty (30) calendar days following the act or omission giving rise to the grievance or the date thereafter on which the employee knew or reasonably should have known of such act or omission. For this step or any subsequent step in this formal grievance procedure, the parties may request in writing the postponement of any single action in the process for a period of up to seven (7) calendar days. The initial such request by either party shall be granted. Additional extensions may be granted by mutual consent of the parties. The Dean shall investigate the grievance, meet with the grievant and the CSU-AAUP representative, and shall issue a written decision stating the reasons therefore within three (3) calendar weeks of the filing date. Failure to meet this deadline shall result in the automatic referral of the grievance to Step 2. Copies of said decision shall be transmitted to CSU-AAUP and the grievant. In advance of this Step 1 decision, the grievant and/or the CSU-AAUP shall have the right upon request pursuant to Secs. 5-270-5-280 CGS to copy document(s) relevant to the grievance, and to present evidence in support of the grievance. In the event the decision at Step 1 refers to documents not requested or presented by the grievant, copies of such documents shall be attached to the decision. The grievant and/or CSU-AAUP shall have one (1) calendar week from receipt of the dean's decision to appeal that decision to the next step. Failure to file an appeal within the prescribed period of time shall terminate the grievance.

14.5.2 Step 2 If the grievant and/or CSU-AAUP is not satisfied with the decision of the Dean in Step 1, the grievance may be appealed in writing to the appropriate Vice President. The Vice President shall review the grievance and shall issue a written decision stating the reasons therefore, within two (2) calendar weeks.

14.5.3 Step 3 If the grievant and/or CSU-AAUP is not satisfied with the decision of the appropriate Vice President in Step 2, the grievance may be appealed in writing to the University President. The University President or designee and the local AAUP Chapter President or designee shall meet within two weeks and shall issue a written decision within four (4) calendar weeks of filing the grievance at Step 3. A copy of this decision shall be transmitted to the grievant. The mutual decision of the Presidents' Grievance Committee shall be final and binding on all parties. If the two presidents fail to agree within the allotted time absent a written extension, the grievance shall automatically be referred to the next step with written notification to the non-voting conveners of the Connecticut State University Grievance Arbitration Committee.

14.5.4 Step 4 In the event that a grievance is not resolved at Step 3, a Connecticut State University Grievance Arbitration Committee shall be formed to review the grievance within three (3) calendar weeks after the grievance is referred to Step 4. That committee shall consist of three full-time (3) bargaining unit members chosen by the CSU-AAUP, no two from the same campus, and three (3) administrators, no two from the same campus. The non-voting co-conveners of this committee shall be the President of the CSU-AAUP and the Vice President for Faculty and Staff Affairs. The Committee shall be convened within two weeks and shall investigate the grievance. Decisions of the Committee shall be by agreement of four (4) or more members of the Committee voting by secret ballot. Decisions of the Committee shall be final and binding upon all parties. The Committee shall issue its decision in writing within three (3) calendar weeks of its final meeting. If the Connecticut State University Grievance Arbitration Committee fails to resolve the grievance by a majority vote of four or more, either CSU-AAUP or management may elect to appeal the grievance to arbitration.

The party electing to appeal to arbitration shall notify the other party to this Agreement in writing within fourteen (14) calendar days.

14.5.5 Step 5 In the event that a grievance goes to arbitration, CSU-AAUP and management shall each select a representative who shall in turn select an arbitrator from the list of seven (7) arbitrators appearing in this section; these three (3) persons shall constitute the Arbitration Panel for the Grievance. The selection method shall be as follows: the two representatives shall alternately strike one name from the list of arbitrators, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event that the arbitrator selected by this process is not available within sixty (60) calendar days, the arbitrator who was stricken last shall be sought. The arbitrator shall be chosen within seven (7) calendar days of the receipt of written notification of intent to appeal to arbitration.

List of Arbitrators:

1. William Fallon
2. Marcia Greenbaum
3. Laurence Holden
4. William Post
5. Clyde Summers
6. Peter Seitz
7. Abraham Siegel

If no one of the above arbitrators is available within sixty (60) days of filing for arbitration, the parties shall attempt to agree upon an ad hoc arbitrator promptly.

If the parties cannot so agree, the American Arbitration Association will be requested to appoint an arbitrator pursuant to its voluntary labor arbitration rules. The cost of the arbitrator shall be borne equally by the parties except as otherwise provided herein. If a transcript is requested by either party, the cost shall be borne by the requesting party and a copy shall be provided the other party. The Panel's decision and award shall be final and binding upon the grievant (subject to applicable law), the CSU-AAUP and the Board.

14.6 Remedy All remedies directed by the panel at steps 4 and 5 herein with the exception of grievances processed under Articles 4.15.2.9, and 15 shall be as follows:

14.6.1 If the grievant is upheld, the grievance shall be remanded with a directive as to procedures to be followed.

14.6.2 No individual or group shall substitute its judgment for that of a committee, administrators, or the Board on questions of substance or merit in discretionary decisions. This section shall not apply to grievances processed under Article 15.

14.6.3 Where general goals are stated, said goals shall not be subject to grievance arbitration hereunder. The decisions of the Panel shall be consistent with the terms of this agreement.

14.7 CSU-AAUP may file a grievance over any issue which affects the entire unit or members on more than one campus at the system-wide level (State University Grievance Arbitration Committee). A university AAUP chapter may file a grievance over any issue which affects the entire unit membership on that campus or members in more than one school of that university at the level of Vice President.

14.8 Reservation of Individual Rights Nothing contained in this Agreementshall be construed to limit the rights of individual grievants or the CSU-AAUP to assert claims against the Board or Administration in any court or administrative agency of competent jurisdiction where such claims derive provision or regulation or from any other source, including individual agreements, unless such claims derive solely and exclusively from this Agreement.

If a grievant seeks relief for a grievance by judicial means outside the grievance procedure described herin, the processing of his grievance through this internal procedure shall cease, unless both CSU-AAUP and management agree otherwise.

ARTICLE 15

REPRIMAND, SUSPENSION AND TERMINATION

15.1 No member shall be disciplined except for adequate cause. Discipline shall be defined as reprimand, suspension, or termination.

15.2 If the administration believes that the conduct of a member justifies imposition of a reprimand, and a written reprimand is imposed on a member, the reprimand shall carry the date, if any, of planned removal from the member's personnel file. A member may contest the imposition of a reprimand and the prescribed time it will remain in the member's personnel file through the grievance system. It shall be the member's obligation to request removal of a reprimand after its expiration date, if any, has passed.

15.3 If the administration believes that the conduct of a member is sufficiently grave to justify imposition of a suspension from service for a stated period, the following procedures shall apply:

15.3.1 The administration shall investigate the matter.

15.3.2 If the investigation indicates a severe sanction should be imposed, the administration shall issue in writing an intent to suspend the member with or without pay for a stated period. The member may contest said intent to suspend through the grievance system beginning at Step 3. If the member elects to file such a grievance, the member shall do so within five (5) calendar days of notification of said intent.

15.3.3 If the investigation indicates a member may be a danger to himself or other members of the university community, the administration may immediately suspend the member without pay. The member may challenge the said suspension without pay through an expedited grievance filed at Step 4, (Article 14.5.4). Said Committee shall announce its decision not later than three (3) calendar days after completion of its deliberations.

15.3.4 If a member has been suspended without pay, the member has an obligation to mitigate damages. If a member is reinstated, the member shall receive any back salary minus any income earned during suspension in comparable w o r k computed on a quarterly basis and any unemployment benefits received during the suspension. Said back salary shall include six (6) percent (annual) simple interest which shall accrue beginning one (1) week after the member would have received payment under normal payroll procedures.

15.3.5 A member may be suspended without pay pending termination proceedings in acordance with 15.3.2 - 15.3.4 above.

15.4 Termination of a member on tenure, or on a special or pre-tenureppointment before the end of the specified term, may be effected by the University President for (1) "adequate cause" as defined herein, (2) "falsification of credentials" as defined herein and in accordance with procedures set forth in 15.6 below, or (3) "abandonment" as defined herein and in accordance with procedures set forth in 15.7 below. Retrenchment of a member on tenure, or on a special or pre-tenure appointment before the end of the specified term(s) is not covered herein. This article does not cover a member who has completed a term contract. Dismissal shall not be used to restrain members in the exercise of academic freedom or other rights of American citizens.

15.4.1 "Adequate cause" for termination of a tenured member, or member on special or pre-tenure appointment before the end of the specified term shall be predicated upon substantiated charges related, directly and substantially, to the alleged unfitness of the affected member to discharge his professional responsibilities.

15.4.2 "Falsification of credentials" means knowingly providing false information as a basis for employment, promotion or tenure.

15.4.3 "Abandonment" means absence from scheduled duties without notice to the university for a period of two (2) consecutive weeks.

15.5 Procedures For Dismissal For Adequate Cause Dismissal for adequate cause of a member with tenure, or on a special or pre-tenure appointment before the end of a specified term, may be effected only after the following procedures have been followed in the order listed, except that the President may suspend the member pursuant to 15.3.5 or assign other duties immediately and shall notify CSU-AAUP.

15.5.1 There shall be confidential discussions between the University President or his designee and the member concerning the probable commencement of dismissal proceedings. These discussions shall include a statement of the specific charges and of the member's rights. At this and all subsequent steps the member may be accompanied by an AAUP representative at the member's option.

15.5.2 If settlement is achieved in step one (1), the issue shall be deemed resolved. A statement of the terms of the mutual settlement shall become a part of the member's personnel file, if the member so requests. Such settlement shall not be inconsistent with the terms of this Agreement.

15.5.3 If no mutually satisfactory resolution is reached in step one (1) above within two (2) weeks, the matter shall be referred by the University President to the Mediation Committee (see 15.5.4 below) which shall assist the parties in attempting to effect a resolution. Members of the Mediation Committee who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative and be replaced by an alternate. The Mediation Committee shall conclude its role within two (2) further weeks.

15.5.4 The Mediation Committee shall be a university-wide committee of three (3) members and three (3) alternates created at each university by agreement between the University Senate and the University President.

15.5.5 If no mutually satisfactory resolution is reached in step two (2) above within two (2) calendar weeks, the University President shall within ten (10) calendar days send a written statement of charges framed with reasonable particularity to the affected member, the University Termination Appeals Committee, and the President of CSU-AAUP. The statement of charges shall carry with it notice of the affected member's right to a hearing before the University Termination Appeals Committee.

15.5.6 A member whom the President has moved to dismiss will be afforded a hearing before the University Termination Appeals Committee. The member must inform the President in writing of his request for a hearing within thirty (30) calendar days of receipt of the President's decision.

15.5.7 The Termination Appeals Committee shall consist of five (5) members elected by the members of the particular university based upon procedures developed by the University Senate and approved the University President.

15.5.8 The operation of the University Termination Appeals Committee and the rights of the member shall be protected in accordance with the following procedures:

15.5.8.1 (a) Pending a final decision by the University Termination Appeals Committee, the member may be suspended pursuant to 15.3.5 by the Administration or assigned to other duties in lieu of suspension, (b) Before suspending a member or assigning other duties pursuant to Article 15.3.5, and pending an ultimate determination of his status through the hearing procedures, the Administration shall consult with the CSU-AAUP concerning the propriety, the length, and the other conditions of the suspension.

15.5.8.2 The University Termination Appeals Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to: (a) simplify the issues, (b) effect stipulations of facts, (c) provide for the exchange of documentary or other information, and (d) achieve such other appropriate pre-hearing objectives as will seek to make the hearing fair, effective, and expeditious.

15.5.8.3 Notice of the hearing, with detailed charges in writing, shall be served upon the affected member and the CSU-AAUP by the chairperson of the University Termination Appeals Committee at least twenty (20) days prior to the hearing. The hearing shall proceed unless the member waives a hearing in writing. If the member waives a hearing but denies the charges against him or asserts that the charges do not support a finding of adequate cause, the Committee shall evaluate all available evidence in the record.

15.5.8.4 The affected member shall determine whether the hearing should be public or private and no adverse inference shall be drawn from his determination.

15.5.8.5 The member shall be entitled to have an academic advisor and/or legal counsel of his own choice attend and participate fully in the proceedings.

15.5.8.6 The CSU-AAUP and its counsel (if different from the individual's counsel) may also attend and participate in the proceedings.

15.5.8.7 The University Termination Appeals Committee shall grant reasonable recesses to enable either party to investigate evidence as to which a valid claim of surprise is made.

15.5.8.8 If requested by either party, a verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the requesting party. The cost of said material shall be borne by the requesting party-and a copy shall be shared with the other party.

15.5.8.9 The burden of proof that adequate cause exists rests with the University and shall be satisfied only by a clear and convincing evidence in the record considered as a whole.

15.5.8.10 The Administration shall make reasonable efforts to cooperate with the member to make available requested witnesses, who are university employees, and relevant documents.

15.5.8.11 The member and the Administration shall have the right to confront and cross-examine all witnesses.

15.5.8.12 In the hearing of charges of gross incompetence, the University's burden shall include the proferring of expert witness(es) from these or other institutions of higher education.

15.5.8.13 The University Termination Appeals Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

15.5.8.14 The findings of fact and decision shall be based solely on the hearing record.

15.5.8.15 In all other respects, the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association shall prevail regarding the conduct of the hearing.

15.5.8.16 Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by administrative officers shall be avoided so far as possible until the proceedings have been completed. The University President, the CSU-AAUP and the member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

15.5.8.17 If the University President rejects the recommendation of the committee, he shall state his reasons in writing to the committee and the member within ten (10) days. The member, the Committee or CSU-AAUP may appeal the President's decision to the Board of Trustees. The Board shall consider and decide such appeals within sixty (60) days after its next regular meeting.

15.5.8.18 A member terminated or otherwise disciplined for cause under the provisions of this Section may, upon exhausting all appeals, seek reversal only on grounds of inadequate cause, by exclusive remedy either from the courts or from binding arbitration. The sole remedy an arbitrator may confer upon an agrieved member is reversal of the decision to dismiss or discipline. If court action is not supported by CSU-AAUP, the cost of the legal fees in such action shall be borne by the member.

15.6 Procedures For Dismissal For Falsification of Credentials

Dismissal for falsification of credentials of a member with tenure, or on a special or pre-tenure appointment before the end of the specified term, may be effected only after the following procedures have been followed in the order listed if the offense concerns employment credentials. If the offense concerns tenure or promotion credentials, the member may be suspended per Article 15.3.5 pending the recommendations of the University Termination Appeals Committee.

15.6.1 There shall be confidential discussions between the University President or his designee and the member concerning the probable commencement of dismissal proceedings. These discussions shall include a statement of the specific charges and of the member's rights. At this and all subsequent steps the member may be accompanied by an AAUP representative at the member's option.

15.6.2 If settlement is achieved in step one (1), the issue shall be deemed resolved. A statement of the terms of the mutual settlement shall become part of the member's personnel file, if the member so requests. Such settelemnt shall not be inconsistent with the terms of this Agreement.

15.6.3 If no mutually satisfactory resolution is reached in 15.6.1 above within two (2) weeks, the University President shall inform the Termination appeals Committee of the charges and request a hearing. He may suspend the member per Article 15.3.5 pending the outcome of this hearing by the University Termination appeals Committee. (see Article 15.5.7)

15.6.4 The University Terminiation Appeals Committee shall meet within two (2) weeks of notification by the President.

15.6.4.1 Procedures set forth for the Univeristy Termination Appeals Committee shall be followed subject to the conditions of Articles 15.5.8.4 - 15.5.8.8, 15.5.8.10, 15.5.8.11, and 15.5.8.13 - 15.5.8.17.

15.6.4.2 Burden of proof that falsification of credentials has occurred rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

15.6.4.3 If the University Termination Appeals Committee finds that (1) false information has been provided, (2) such action was known to the member, and (3) such information was a basis for the member's employemnt, then the committee shall recommend dismissal of the member

to the President. If the Board dismisses the member, it need not follow standards of notice required elsewhere in this contract. If the Committee finds that false information has been provided in the tenure or promotion process and such action was known to the member, it may recommend reprimand, or suspension, with or without pay, for a stated period, or dismissal.

15.6.4.4 If the University Termination Appeals Committee fails to find evidence supporting the conditions set forth in 15.6.4.3, the University Termination appeals Committee shall report its findings and any recommendations to the University President.

15.6.4.5 Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements and publicity about the case by administrative officers shall be avoided so far as possible until the proceedings have been completed. The University President, the CSU-AAUP and the member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

15.6.4.6 If the University President rejects the recommendation of the University Termination Appeals Committee, he shall state his reasons in writing to the Committee and the member within ten (10) days. The member, the Committee, or CSU-AAUP may appeal the President's decision to the Board of Trustees. The Board shall consider and decide such appeals within sixty (60) days after its next regular meeting.

15.6.4.7 A member terminated for falsification of credentials under the provisions of this section may, upon exhausting all appeals, seek reversal only on grounds of inadequate cause, by exclusive remedy either from the courts or from binding arbitration. The sole remedy an arbitrator may confer upon an aggrieved member is reversal of the decision to dismiss. If court action is not supported by CSU-AAUP, the cost of legal fees in such action shall be borne by the member.

.7 Procedures For Dismissal For Abandonment Dismissal for abandonment of a member with tenure, or on a special or pre-tenure appointment before the end of a specified term, may be effected only after the following procedures have been followed in the order listed.

15.7.1 (a) If the subject unit member cannot be located and has failed to contact the university, he shall be suspended without pay pending contact for a period of three (3) months and shall be terminated at the end of that time if all efforts to contact him have failed. Such efforts shall include telephone calls to the last known number, letters posted by registered mail, return receipt requested, and attempts to contact known relatives.

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(b) If the subject unit member is located within three (3) months from day of suspension, the University President shall evaluate the situation and shall reinstate the unit member or refer the matter to the University Termination Appeals Committee, which shall make a good faith effort to follow the procedures specified in Article 15.5.8 insofar as possible.

ARTICLE 16

RETRENCHMENT

16.1 If management believes a bona fide financial exgency exists which may warrant involuntary separation of non-tenured members prior to the end of a specified term (4.9) or tenured members, prior to informing the Board of Trustees, they shall first promptly notify CSU-AAUP.

16.2 Within five (5) days of notice provided in 16.1 above, a meeting shall be held between management and CSU-AAUP representatives for the purpose of reviewing the potential exigency. Management shall document the problem and present alternative courses of action under consideration to alleviate it.

16.3 Within two (2) weeks after the meeting specified in 16.2 above, CSU-AAUP shall have an opportunity to present alternative plans for alleviating the fiscal problem. If there is no agreement between CSU-AAUP and management on alternative(s) for alleviating the fiscal exigency, a CSU-AAUP representative(s) shall have the opportunity to appear before the designated subcommittee of the Board and The Board, upon recommendation of the subcommittee, at the first scheduled meeting for oral and written presentation of alternatives for alleviating the problem.

16.4 If, after completion of the procedures set forth in sections 16.1, 16.2, and 16.3 and after consideration of information resulting therefrom the Board determines that a bona fide financial exigency exists, it shall so declare and the following provisions of this article shall be followed in the order listed. If the course of action adopted by the Board requires the possible involuntary separation of non-tenured members prior to the end of the specified term or tenured members on any campus, the President shall describe the problem and seek in writing the advice of the Curriculum Committee on how the problem can be solved with minimal disruption of the educational programs of the institution. The Curriculum Committee shall advise the President in writing within thirty (30) calendar days unless an extension is expressely provided by the President. In addition, the Curriculum Committee shall forward a copy of its written recommendations to the University Senate.

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16.5 The President, prior to any involuntary separation, shall consult with potentially affected individuals and departments giving consideration to the following in any order:

Early retirement
Pro-rated reduced load
Retraining
Reassignment
Special sabbatical or other leave

16.5.1 In order for any of the above options to be exercised, an individual agreement shall be reduced to writing for approval by the affected member, administration, and CSU-AAUP. Such individual agreement shall be consistent with other provisions of the contract.

16.5.2 It is understood that the options listed above shall be available for use for reasons other than retrenchment provided the individual agreement conforms to the requirements of the above paragrap and other provisions of this contract.

16.5.3 If offered by the President of the receiving university, a member may accept reassignment to another university of the system in accordance with Article 4.5.

16.5.4 The same or similar instructional duties performed by part-time personnel in the same department or similar program in another department shall be transferred to appropriately qualified member(s) in the affected department.

16.6 In all considerations of possible involuntary separation of members, the President shall give due regard to The Connecticut State University's responsibility to offer adequately staffed courses and programs in areas of student demand and societal need. If, following consultation prescribed above, the President determines that non-tenured members before the end of a specified term and/or tenured members in a particular university must be involuntarily separated, such separations shall be determined according to these criteria: (a) avoidance of serious distortion among and/or within academic programs and (b) avoidance of violation of state and federal non-discrimination laws and regulations pursuant thereto. Following application of the above, involuntary separations shall be in the order listed below.

16.6.1 Non-tenured members on the basis of length of full-time service in affected departments. Failure to reappoint a member on a probationary appointment shall not be subject to the provisions of this article.

16.6.2 Tenured members on the basis of length of full-time service in the affected department.

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16.7 The following procedures shall govern the case of any member whose separation is recommended by the President of an affected university.

16.7.1 Prompt notice of the recommendation to separate from employment will be given.

16.7.2 The member given such notice shall have the right to a hearing for the sole purpose of presenting such personal information as he deems pertinent to his own situation before the University President. The member may be accompanied by a representative of his choice. In any event the CSU-AAUP shall be entitled to have a representative present.

16.8 In cases of separation under this article the following standards of final notice or pro-rata severance salary and fringe benefits in lieu thereof shall apply; in the first year of service, three (3) months; in the second year of service, six (6) months; and after the second year of service, one (1) year.

16.9 Filling Of Positions Terminated Because of Retrenchment No position eliminated under this article shall be re-established and filled in the same department or similar program in another department on either a full-time or FTE part-time basis until at least three (3) years have elapsed, unless the person who was separated and is qualified as determined by the Academic Dean after consultation with the department has been offered reappointment and has not accepted it. Persons who are so separated are required to keep the University President informed of their address for a period of three (3) years. Offers of reappointment shall be in inverse order of separation and shall be sent by registered mail, return receipt requested, to the address last filed with the University President. Failure to accept an offer within thirty (30) days of the time it was mailed by the University shall be taken to mean that the offer is rejected and the President shall be free to offer the position to another person.

16.10 This article is grievable to arbitration only on procedural grounds.

ARTICLE 17

CSU-AAUP RIGHTS

17.1 Upon request of CSU-AAUP, the Board may designate appropriate subcommittees or individuals of the Board to hear matters of concern.

17.2 The Board shall promptly notify the CSU-AAUP of all changes in membership of the bargaining unit and the reasons for such changes.

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17.3 The bargaining agent shall have reasonable access to University duplicating, printing, mail, photographic and food services, bulletin boards, facilities, telephone service, and audio-visual equipment as may be specifically requested by the bargaining agent in writing subject to the constraint that providing such services does not interfere with scheduled Univeristy activities and responsibilities. The direct cost for such services shall be reimbursed to the University either through direct provision or replacement of supplies used or by payment upon issue of a proper invoice. The bargaining agent shall indemnify the University for any damage to equipment ocurring during its use by the bargaining agent. Use of the computer when such use does not interfere with scheduled college activities shall be available to the bargaining agent at no cost provided that (1) the request is placed in writing, (2) the bargining unit provides its own systems, programming and supplies, (3) the University operates the equipment, and (4) the data so generated will be made available to the Board.

17.4 Employees of CSU-AAUP shall have the same parking privileges at the universities as members of the bargaining unit.

17.5 The Board agrees to provide the CSU-AAUP with reasonable office space at each university.

17.6 The Board agrees to provide leave with pay for up to twenty (20) person days per academic year to enable AAUP delegates designated by CSU-AAUP to attend official collective bargaining meetings or conferences. Members in the same department may attend the same meeting or conference with the consent of the department chairperson who shall secure the concurrence of the appropriate Dean. Delegates shall provide Department Chairpersons at least fifteen (15) calendar days of notice of intent to take such leave. In an emergency situation where a member is unable to provide the fifteen (15) day notice, the member must obtain the consent of the Department Chairperson and the approrpriate Dean.

Leave for AAUP activities unrelated to collective bargaining shall be granted on the same basis as other academic leaves and applicants shall furnish programs or other information setting forth the purpose of the event for which leave is requested.

17.7 The Board shall provide CSU-AAUP all information required by law upon written request.

17.8 Released Time for AAUP Activities The Board agrees to provide three (3) load hours of released time for one (1) designated person from each campus chapter each semester.

In addition, a total of fifteen (15) load hours shall be provided for CSU-AAUP officers or designated persons per semester divided at CSU-AAUP option.

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Provided, however, no two members of the same department on the same campus shall receive released time pursuant to this article during the same period unless prior approval is granted by the appropriate Dean.

ARTICLE 18

RIGHTS AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

18.1 It is recognized by all parties that, pursuant to Sec. 10a-189 CGS, the Board of Trustees is the state agency solely responsible for overseeing the administration and allocation of all authorized appropriations; and for maintaining and operating these universities. Unless there is an express provision in this Agreement to the contrary, nothing in this Agreement shall be construed to infringe upon the statutory rights, responsibilities, and jurisdiction of said Board, including but not limited to the right to establish duties, job requirements and qualifications of personnel; to develop educational mission; to approve educational programs; to establish new facilities; to determine staffing requirements; to determine the number and location of facilities; to determine within limitations of the General Statutes, whether the whole or any part of an operation shall continue to operate, and to promulgate appropriate regulations and policy provided that such regulations and policies shall not be exercised so as to violate any of the specific provisions of this Agreement; and in all matters properly reserved to management to have the necessary freedom to require performance to insure an efficient and effective operation, and to strive consistently for excellence in pursuit of the educational objectives of the Board.

18.2 The Central Office Professional Staff, the Presidents of the universities, and their designated administrators have the right and responsibility for the implementation of the Trustess' policies, including the right to approve or disapprove all legislation, constitutions and by-laws of university organizations, subject to the provisions of this Agreement.

18.3 Except as specifically modified by an express provision of this Agreement, it is also recognized that none of the rights reserved exclusively to the Board of Trustees shall be subject to the grievance procedure of this Agreement.

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ARTICLE 19

CSU-AAUP DUES, AGENCY SHOP FEE AND CHECKOFF

19.1 The parties acknowledge that, in accordance with Secs. 5-270, 5-280 CGS, each member of the Bargaining unit, whether or not a member of the CSU-AAUP, shall as a condition of continued employemnt pay to the CSU-AAUP an amount equal to the regular dues, fees and assessments charged to members.

19.2 In order to implement Secs. 5-270 - 5-280 CGS, the Board shall deduct from each salary payment payable to a member of the bargaining unit a sum equal to one-twenty-sixth (1/26th) of the annual charges for dues (for members of CSU-AAUP), service fees (for non-members), initiation fees (if any), and assessments (if any), and pay such monies to the CSU-AAUP, within two (2) weeks after the Comptroller has forwarded said moneies to the universities. Both parties to this Agreement recognize that a percentage dues structure may be applied such that the amount withheld varies with changes in base salary.

19.3 The Board shall not be obligated to deduct from unit members' pay dues for employee organizations other than CSU-AAUP.

ARTICLE 20

MEET AND DISCUSS

Upon either party's request, the University President and AAUP Chapter President shall meet at least monthly at a mutually agreeable time and place to discuss matters of concern, unless they agree otherwise. Special meetings may be called in emergency situations at times mutually agreeable to the parties. These same procdures and time limits shall also apply to the President of The Connecticut State University and the President of CSU-AAUP. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining negotiations.

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ARTICLE 21

SEPARABILITY

In the event that, notwithstanding the provisions of Secs. 5-270 - 5-280 CGS, any provision of this Agreement, in whole or in part is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgement shall remain in full force and effect. In that event the parties shall, upon the request of the Board or CSU-AAUP, commence immediately to negotiate substitute provisions for all such affected provisions. If the legal impediment to the enforcement of the original contract provision(s) is removed prior to agreement on substitute provisions, the original provision(s) shall immediately become effective. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or fringe benefits shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date.

ARTICLE 22

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employement of a member of the bargaining unit, and the Board of Trustees shall not employ bargaining unit members on terms other than those stated herein without the written consent of the affected individual and the CSU-AAUP.

ARTICLE 23

SUCCESSORSHIP PROVISION

In the event that The Connecticut State University, or any part, is merged into or with any other unit or system of public higher education during the life of this Agreement, this bargaining unit shall remain distinct and this Agreement in full force.

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ARTICLE 24

TERM OF AGREEMENT

This Agreement represents the results of collective bargaining pursuant to Secs. 5-270 - 5-280 CGS and shall be in effect from August 24, 1984, to August 27, 1987. The parties agree to reopen negotiations on medical and insurance benefits and salary no later than January 1986. The parties further agree to commence negotiations for a successor Agreement for a subsequent term not later than January 1987; however, negotiations shall commence at an earlier date if both parties consent.

ARTICLE 25

DISTRIBUTION OF AGREEMENT

The Board shall arrange to have this Agreement printed within ninety (90) days of Legislative approval in suitable form and with sufficient copies for distribution to all members of the bargaining unit, management representatives, and further to place ten (10) copies of each in the individual university libraries for reference purposes. At the time of initial printing, the Board also agrees to publish a reasonable number of additional copies at the request of the bargaining agent, for which reimbursement at cost will be required from the bargaining agent. The precise format to be used will be the responsibility of the Board of Trustees in consultation with the designated representative of CSU-AAUP and will be in compliance with state requirements for printing and publications.

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This Collective Bargaining Agreement was ratified by the bargaining unit members on April 19, 1984 and the Board of Trustees for The Connecticut State University on April 24, 1984 and approved by the Connecticut General Assembly May 4, 1984.

Negotiators for the Trustee
Michael J. Adanti, Vice President for Faculty and Staff Affairs, CSU

Michael K. Becker, Dean of Personnel Administration, CCSU, Chief Negotiator

Roger E. Bergh, Dean of Personnel Administration, SCSU

Michael E. Pernal, Dean of Personnel Administration, ECSU

Joseph F. Pikiell, Vice President for Administrative Affairs, CCSU

Elizabeth McCoy, Dean of Personnel Administration, WCSU

Negotiators for CSU-AAUP
Ross J. Balera
English, CCSU

Jerry Bannister
Sociology, WCSU

Barbara Bard
Human Servs. & Special Education
CCSU

Raymond L. Baubles
Biology, WCSU

William E. Berlinghoff
Mathematics, SCSU
Chief Negotiator

Denise Botto
Library, SCSU

Kerry E. Grant
Mathematics, SCSU

Bernard F. Mc Donald
English, ECSU

David C. Newton
Biology, CCSU

J. Nicholas Welchman
Library, ECSU

APPENDIX A

(date)

Dear _____:

I am pleased to inform you that the Board of Trustees for The Connecticut State University has approved your appointment to the _____-time position of _____ in_____ Connecticut State University. This appointment is for _____.

Your beginning bi-weekly salary will be $_____, paid in accordance with State payroll procedures and the current collective bargaining contract.

(Special conditions if any.)

I anticipate your acceptance of this appointment and look forward with pleasure to our association with you at _____ Connecticut State University.

Sincerely yours,

President

I will accept this appointment.

(signature)

Date

(Please sign, date, and return original promptly.)

Encl. Collective Bargaining Agreement

APPENDIX B

(Date)

Dear _____[1]

I am pleased to advise you that the Board of Trustees has approved my recommendation that you be granted tenure at _____ Connecticut State University, effective _____.

The award of tenure is a significant milestone in your professional career and one of which you should be duly proud. This award of tenure is based on your fine service to the University and the academic community of which you are a part, and denotes the University's expectation of the continuation of your exemplary performance in the years to come.

I am sure that your contributions will continue to demonstrate the excellence of your past accomplishment, and I congratulate you on the achievement of this academic honor.

Sincerely,

President

APPENDIX C
THE CONNECTICUT STATE UNIVERSITY
CSU-AAUP GRIEVANCE FORM

Please print or type all information. Be sure to review Article 14, Grievance Procedure, before submitting a formal grievance.

NAME OF GRIEVANT _____ UNIVERSITY _____

DEPARTMENT _____ RANK _____ THIS DATE _____

DATE OF ALLEGED VIOLATION _____ DEPT. PHONE _____

DATE OF YOUR FIRST KNOWLEDGE OF VIOLATION _____

SPECIFIC CONTRACT PROVISIONS(S) ALLEGEDLY VIOLATED _____

STATEMENT OF GRIEVANCE. Explain the act or omission which you are grieving, including the date when you first learned the problem existed, and, if different, the date when it occurred. Be sure to cite contract clauses and/or procedures or prescribed criteria rules established expressly pursuant to this Agreement and explain how they were violated. State the remedy requested. Place the statement on an 8 1/2" x 11" sheet of paper.

ATTACH YOUR STATEMENT TO THIS FORM. Mark Attachment #1 AAUP or BOT.

I hereby declare that all statements made herein are true and accurate to the best of my knowledge. Under the terms of the CSU-AAUP/BOT contract, an individual may file a grievance and be represented in the matter by the chapter assigned grievance officer or grievance committee member. Under such circumstances assigned grievance office or committee member will consult with the grievant and may ultimately recommend settlement of the grievance in the best interest of CSU-AAUP and the particular grievant. Grievants may also represent themselves in grievances according to contract provisions. In such cases the CSU-AAUP grievance officer will be informed of the progress of the case and be an observer at any meeting concerning the matter.

I desire representation in this grievance as follows:

_____I shall represent myself in the attached grievance.

_____My representative will be _____
AAUP Chapter Rep.

_____ _____
(Signature of Employee) (Signature of Representative)

DATE FILED AT STEP 1.

(OVER)

ANSWER AT STEP 1 (DEAN) Attached statement YES_____ NO_____
Mark Attachment #2 AAUP or BOT

_____ _____ _____
(Signature of Dean) (Date of Meeting) (Date of Response)

_____I ACKNOWLEDGE SETTLEMENT OF MY GRIEVANCE

_____I APPEAL DECISION AND REQUEST REVIEW AND RESPONSE AT NEXT STEP

_____ _____
(Signature of Employee) (Signature of Chapter AAUP Rep.)

DATE FILED FOR NEXT STEP _____

ANSWER AT STEP 2 (VICE PRES.) Attached Statement YES_____ NO_____
Mark Attachment #3 AAUP or BOT

_____ _____ _____
Signature of Vice Pres. Date of meeting-if any. Date of Response

_____I ACKNOWLEDGE SETTLEMENT OF MY GRIEVANCE

_____I APPEAL DECISION AND REQUEST RESPONSE AT NEXT STEP

_____ _____
(Signature of Employee) (Signature of AAUP Chapter Rep.)

DATE FILED FOR NEXT STEP_____

ANSWER AT STEP 3 (PRESIDENT) Attachment Statement YES_____ NO_____
Mark Attachment #4 AAUP of BOT

_____THIS RESPONSE SETTLES THE GRIEVANCE

_____THE PARTIES HAVE FAILED TO AGREE AND FORWARD TO THE NEXT STEP

_____ _____
(Signature of University President or designee) (Signature of AAUP Chapter President or designee)

_____ _____
(Date of Meeting) (Date of Response)

Statement attached YES_____ NO_____ Mark Attachment #5 AAUP or BOT

THE CONNECTICUT STATE UNIVERSITY

AGREEMENT FOR PART-TIME EMPLOYEES
IN THE
INSTRUCTIONAL FACULTY BARGAINING UNIT

1984 - 1987

85

AGREEMENT FOR PART-TIME EMPLOYEES

IN THE INSTRUCTIONAL FACULTY BARGAINING UNIT

Pursuant to certification (Case SE 7671) the Board of Trustees for The Connecticut State University, hereinafter the Board, hereby recognizes the Connecticut State University-American Association of University Professors, hereinafter CSU-AAUP, as the exclusive bargaining agent for all part-time employees engaged in bargaining unit work. Such employees are defined as those who work six (6) days or more per semester or during summer school and who are not currently covered pursuant to Article 1.6 of the Agreement dated April 10, 1984 covering full time employees. This Agreement shall remain in full force and effect from August 24, 1984 to August 27, 1987.

ARTICLE 1

NON-DISCRIMINATION

1.1 The Board of Trustees and the CSU-AAUP agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, or with respect to any legal behavior not detrimental to the students or other members of the University community.

ARTICLE 2

ACADEMIC FREEDOM

2.1 All members when teaching shall have academic freedom to conduct their courses, provided that the subject matter is that which has been specified by the University and the appropriate department.

ARTICLE 3

WORK LOAD

3.1 Each semester shall be for a maximum of seventeen (17) weeks. Each semester shall include seventy five (75) scheduled days of instruction and evaluation and up to ten (10) additional days for registration, academic counseling, and convocations. The semester shall not include scheduled vacations.

3.2 Except where otherwise provided in this agreement one (1) class hour of lecture equals one (1) load hour; and one class hour of science laboratory, industrial/technical laboratory, physical education laboratory, psychology laboratory or fine arts laboratory equals three-quarters (3/4) load hour.

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3.2.1 Student teaching supervision shall be credited at the rate of one (1) load hour for each two (2) students supervised. (Credit for teaching methods courses used concomitantly with student teacher supervision shall be granted pursuant to article 3.1 above and not by this formula.) Such supervision shall at least include:

3.2.1.1 A supervised placement of not less than eight (8) nor more than sixteen (16) weeks;

3.2.1.2 Separate school visitations, responsive to student needs, to observe and confer with each student teacher and cooperating teacher for each placement; and

3.2.1.3 The offering of such activities as seminars, pre-student teaching activities, post-student teaching activities, and/or other related activities agreed to in advance by the appropriate department and appropriate Academic Dean.

3.2.2 Aggregate member credit for team-taught courses shall be at least the amount called for by the appropriate article above and at most twice that amount, as determined by the department(s) involved in consultation with and upon approval by the appropriate Academic Dean, and shall be distributed equitably among the members involved.

3.3 The provisions of this section shall not be construed as permitting an increase in traditional class size norms. Class size will be determined by enrollments at the end of the third week of each semester. The purpose of additional credit fof instruction of large classes is to insure increased instructor time to meet student needs. Load credit in excess of normal load hours for a three (3) SH course shall be allowed for classes which fall within the following range:

Enrollment	Additional Load Hour Credits
43-80	1 additional load hour credit
81-175	2 additional load hour credits
176 and over	3 additional load hour credits

In the event this figure varies from the limit on class size set at the time of registration, compensation shall be appropriately adjusted.

3.4 Load hours allowed for specialized assignments such as social work practicum, field experience, nursing clinical practice, coaching, athletic training and instructional student activities will follow past practice as applied to part-time employees.

3.5 Teaching members are expected to be available at reasonable times to meet their obligations and confer with their students outside of class.

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ARTICLE 4

COMPENSATION & CLASSIFICATION

4.1 All part-time members shall be known as Lecturers and assigned to the following groups:

Group	Educational Credentials/ Prior Experience CSU System	Minimum Salary Per Load Hour		
		FALL 84	SPR 85	FALL 85
A	Less than a Master's Degree and thirty (30) or less load hours	$ 200	206	216
B	Less than a master's Degree and more than thirty (30) load hours	$ 240	247	259
C	Master's Degree and thirty (30) or less load hours	$ 295	304	319
D	Master's Degree and more than thirty (30) load hours	$ 335	345	362
E	Terminal Degree and and thirty (30) or less load hours	$ 355	366	384
F	Terminal Degree and More than thirty (30) load hours	$ 395	407	427

4.1.1 Members may receive higher load hour salary than indicated above at administrative discretion, except that no member shall receive a load hour salary in excess of $550.00 per load hour in the Fall, 1984 semester. This maximum shall increase to $570.00 for Spring 1985 and to $600.00 for Fall 1985. As a result of this Agreement, no member shall receive a lower load hour rate than previously enjoyed.

4.1.2 In the Spring semester 1985 members shall receive a three (3) per cent increase in load hour rate over the rate in effect for the Fall 1984 semester. In the Fall semester 1985 members shall receive a five (5) per cent increase in load hour rate over the rate in effect for the Spring 1985 semester. All calculations of load hour rate increases shall be rounded to the nearest whole dollar.

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4.2 Following review of departmental recommendations, the President or his designee shall appoint part-time members with no prior employment at the particular university to a part-time classification.

4.3 Salary shall be paid in three (3) or more installments for each semester of service in accordance with a published schedule distributed at the time part-time contracts are distributed. The first payment shall be no later than the 8th week of the semester and final payment shall be no later than five work days following the completion of the semester. During summer school part-time members shall be paid on the same calendar as full-time faculty.

4.4 When a full-time member suddenly and unexpectedly is unable to meet scheduled classes, a part-time member may assume additional duties for a period of not more than six (6) weeks of classes. During this period the part-time member shall be paid prorated part-time salary notwithstanding the provisions of the full-time Agreement, Article 1.6.1. The teaching load hour total for such part-time member shall not exceed twelve (12) load hours during the six (6) week period. Continued service beyond such six (6) week interval shall result in salary payment and benefits under the terms and conditions of the full time Agreement.

ARTICLE 5

NOTICE OF EMPLOYMENT

5.1 A good faith effort shall be made by all parties to inform part-time members of their employment at the earliest reasonable opportunity. An employment form incorporating their assignment shall be signed by the member and appropriate university officer at the earliest reasonable opportunity and in no event later than the second week of assigned duties. A copy of this Agreement shall be distributed to each new part-time member with the employment form.

5.2 The parties agree that members shall have no expectation of continued employment beyond the semester for which they are employed.

ARTICLE 6

FRINGE BENEFITS

6.1 A part-time member who has been employed eighteen (18) load hours or more in The Connecticut State University, or his/her spouse or unmarried children under the age of twenty-five (25) may take courses at any university in The Connecticut State University on a space available basis, provided however that participation in said course shall not interfere with the member's employment obligations. For each load hour for which the member is compensated, one (1) credit hour's extension tuition shall be waived or the full time tuition and State University Fee shall be reduced by one-twelfth (1/12). The total benefit shall not

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exceed the member's current equivalent work load hours and shall be used during the semester of employment. Individuals taking courses on this basis may be admitted to a course in which space is not available, at the discretion of the instructor. Admission to a course shall not be counted toward overload credit as described in Article 3.3 of this Agreement.

6.2 When members are required to travel out of state as part of thier duties (exclusive of commuting) they shall be reimbursed at GSA rates.

6.3 Members shall have the right to join or refuse to join the State Employees Retirement System or Teachers Retirement System (for current employees in the Teachers Retirement System) or the Alternate Retirement Plan for Higher Education.

6.4 Part-time members shall receive faculty parking permits.

ARTICLE 7

RECORDS

7.1 CSU-AAUP and the Board shall make a good faith effort to maintain accurate records by timely exchange of information. The Lecturer Roster including but not limited to names and addresses of members, employing university, salary group and salary, and work load shall be provided to CSU-AAUP not later than 6 (six) weeks after the beginning of fall and spring semesters and promptly when it becomes available for summer sessions(s). It shall be the responsibility of a part-time member to maintain a file of their past employment and present acceptable evidence upon request as proof of past service. For purposes of Articles 4.1 and 6.1, the part-time member shall submit a written statement of past service to the department chairperson who shall submit it to the Dean of Personnel for evaluation and decision. Should any dispute arise concerning past service, it shall be referred directly to Article 8.5.3 for final binding decision at that level.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 The parties agree that all problems should be resolved whenever possible before a filing of a grievance, and they encourage open communication between management and members of the bargaining unit so that resort to a formal grievance will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level. The purpose for this Article is to promote an efficient procedure for the investigation and resolution of complaints and grievances.

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8.1.1 A "grievance" is an allegation or complaint that there has been a violation of the collective bargaining agreement and/or procedures or prescribed criteria rules established expressly pursuant to this Agreement. Grievances involving discretionary decisions shall be processed solely with respect to whether or not the prescribed procedures were followed and whether or not prescribed criteria rules were observed.

8.1.2 The term "grievant" shall mean a member or a group of members of the bargaining unit or CSU-AAUP in a dispute as defined in 8.1.1 above or management in a dispute as defined in 8.1.1 commencing at Step 3.

8.1.3 The time limits indicated herein shall be considered maxima unless extended by mutual agreement in writing.

8.1.4 In computing calendar days pursuant to this article, the first calendar day shall be the first full day following the filing of the grievance or the prescribed action.

8.1.5 Decisions whether or not to employ or reemploy shall not be grievable.

8.2 Informal Procedure for Complaints Any member of the bargaining unit may informally present his complaint to the department chairperson or appropriate administrator, either with or without designated representatives of the CSU-AAUP present, at the complainant's option. Similarly, designated representatives of the CSU-AAUP may informally present and discuss a complaint on behalf of any member or group of members with the Department Chairpersons or appropriate administrator. If the complainant so requests, the appropriate Department Chairperson or administrative office or designee shall respond to the complaint within seven (7) calendar days. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances, but shall be a final resolution of the particular complaint. However, such resolution shall not be binding upon the CSU-AAUP unless it participated in the formal procedure and approved the resolution in writing.

8.3 Representation By this Agreement, the CSU-AAUP shall have the right to represent any member in grievances filed hereunder, provided members may elect to represent themselves or be represented by legal counsel. If a member elects to represent himself or be represented by legal counsel, CSU-AAUP shall not be obligated to represent the grievant. If a member elects to be represented by CSU-AAUP, neither CSU-AAUP nor the administration shall be obligated to communicate with the member's private legal counsel or any other outside parties. If a member covered by this Agreement elects not to be represented by CSU-AAUP, the member shall so indicate in writing and the Board shall promptly inform the CSU-AAUP in writing of the grievance. A CSU-AAUP representative shall be present at all stages of the formal grievance and arbitration procedure for purposes of fulfilling CSU-AAUP's statutory obligations pursuant to the Secs. 5-270 - 280 CGS. Resolution of any individually processed grievance shall be consistent with the terms of this Agreement and for this purpose the CSU-AAUP shall be provided with a written statement of

the resolution of the grievance if the CSU-AAUP is not involved in representing the member. No resolution of grievance in which the CSU-AAUP did not represent the grievant shall constitute a precedent. CSU-AAUP shall provide the President of each university with an up-to-date list of authorized grievance representatives at the beginning of each academic year and shall promptly notify the President and the Board of changes during the year.

8.4 Grievance Forms All grievances and requests for review must be submitted in writing on appropriate forms and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the CSU-AAUP representative may sign such documents for the grievant, subject to later filing of a copy signed by the grievant. The appropriate administrator may refuse consideration of a grievance not filed in accordance with this Article.

8.5 Formal Grievance Procedure If informal attempts at resolving a complaint do not result in a settlement, a formal grievance may be filed.

8.5.1 Step 1 The grievant shall file a written grievance with the appropriate Dean within thirty (30) calendar days following the act or omission giving rise to the grievance or the date thereafter on which the employee knew or reasonably should have known of such act or omission. For this step or any subsequent step in this formal grievance procedure, the parties may request in writing the postponement of any single action in the process for a period of up to seven (7) calendar days. The initial such request by either party shall be granted. Additional extensions may be granted by mutual consent of the parties. The Dean shall investigate the grievance, meet with the grievant and the CSU-AAUP representative, and shall issue a written decision stating the reasons therefore within three (3) calendar weeks of the filing date. Failure to meet this deadline shall result in the automatic referral of the grievance to Step 2. Copies of said decision shall be transmitted to CSU-AAUP and the grievant. In advance of this Step 1 decision, the grievant and/or the CSU-AAUP shall have the right upon request pursuant to Secs. 5-270 - 5-280 CGS to copy document(s) relevant to the grievance, and to present evidence in support of the grievance. In the event the decision at Step 1 refers to documents not requested or presented by the grievant, copies of such documents shall be attached to the decision. The grievant and/or CSU-AAUP shall have one (1) calendar week from receipt of the dean's decision to appeal that decision to the next step. Failure to file an appeal within the prescribed period of time shall terminate the grievance.

8.5.2 Step 2 If the grievant and/or CSU-AAUP is not satisfied with the decision of the Dean in Step 1, the grievance may be appealed in writing to the appropriate Vice President. The Vice President shall review the grievance and shall issue a written decision stating the reasons therefore, within two (2) calendar weeks.

8.5.3 Step 3 If the grievant and/or CSU-AAUP is not satisfied with the decision of the appropriate Vice President in Step 2, the grievance may be appealed in writing to the University President. The Univer-

If no one of the above arbitrators is available within sixty (60) days of filing for arbitration, the parties shall attempt to agree upon an ad hoc arbitrator promptly. If the parties cannot so agree, the American Arbitration Association will be requested to appoint an arbitrator pursuant to its voluntary labor arbitration rules. The cost of the arbitrator shall be borne equally by the parties except as otherwise provided herein. If a transcript is requested by either party, the cost shall be borne by the requesting party and a copy shall be provided the other party. the Panel's decision and award shall be final and binding upon the grievant (subject to applicable law), the CSU-AAUP and the Board.

8.6 Remedy All remedies directed by the panel at steps 4 and 5 shall be as follows:

8.6.1 If the grievant is upheld, the grievance shall be remanded with a directive as to procedures to be followed.

8.6.2 No individual or group shall substitute its judgment for that of a committee, administrators, or the Board on questions of substance or merit in discretionary decisions.

8.6.3 Where general goals are stated, said goals shall not be subject to grievance arbitration hereunder.

The decisions of the Panel shall be consistent with the terms of this agreement.

8.7 CSU-AAUP may file a grievance over any issue which affects the entire unit or members on more than one campus at the system-wide level (State University Grievance Arbitration Committee). A university AAUP chapter may file a grievance over any issue which affects the entire unit membership on that campus or members in more than one school of that university at the level of Vice President.

8.8 Reservation of Individual Rights Nothing contained in this Agreement shall be construed to limit the rights of individual grievants or the CSU-AAUP to assert claims against the Board or Administration in any court or administrative agency of competent jurisdiction where such claims derive provision or regulation or from any other source, including individual agreements, unless such claims derive solely and exclusively from this Agreement.

If a grievant seeks relief for a grievance by judicial means outside the grievance procedure described herin, the processing of his grievance through this internal procedure shall cease, unless both CSU-AAUP and management agree otherwise.

ARTICLE 9

CSU-AAUP RIGHTS

9.1 Upon request of CSU-AAUP, the Board may designate appropriate subcommittees or individuals of the Board to hear matters of concern.

9.2 The Board shall, within a reasonable period of time, provide CSU-AAUP all information required by law upon written request.

9.3 The bargaining agent shall have reasonable access to University duplicating, printing, mail, photographic and food services, bulletin boards, facilities, telephone service, and audio-visual equipment as may be specifically requested by the bargaining agent in writing subject to the constraint that providing such services does not interfere with scheduled university activities and responsibilities. The direct cost for such services shall be reimbursed to the University either through direct provision or replacement of supplies used or by payment upon issue of a proper invoice. The bargaining agent shall indemnify the University for any damage to equipment occurring during its use by the bargaining agent. Use of the computer when such use does not interfere with scheduled University activities shall be available to the bargaining agent at no cost provided that (1) the request is placed in writing, (2) the bargaining unit provides its own systems, programming and supplies, (3) the University operates the equipment, and (4) the data so generated will be made available to the Board.

ARTICLE 10

RIGHTS AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

10.1 It is recognized by all parties that, pursuant to Sec. 10a-89 CGS, the Board of Trustees is the state agency solely responsible for overseeing the administration of The Connecticut State University, including the administration and allocation of all authorized appropriations; and for maintaining and operating these universities. Unless there is an express provision in this Agreement to the contrary, nothing in this Agreement shall be construed to infringe upon the statutory rights, responsibilities, and jurisdiction of said Board, including but not limited to the right to establish duties, job requirements and qualifications of personnel; to develop educational mission; to approve educational programs; to establish new facilities; to determine staffing requirements; to determine the number and location of facilities; to determine, within the limitations of the General Statutes, whether the whole or any part of an operation shall continue to operate, and to promulgate appropriate regulations and policy provided that such regulations and policies shall not be exercised so as to violate any of the specific provisions of this Agreement; and in all matters properly reserved to management to have the necessary freedom to require performance to insure an efficient and effective operation, and to strive consistently for excellence in pursuit of the educational objectives of the Board.

10.2 The Central Office Professional Staff, the Presidents of the Universities, and their designated administrators have the right and responsibility for the implementation of the Trustees' policies, including the right to approve or disapprove all legislation, constitutions and by-laws of university organizations, subject to the provisions of this Agreement.

10.3 Except as specifically modified by an express provision of this Agreement, it is also recognized that none of the rights reserved exclusively to the Board of Trustees shall be subject to the grievance procedure of this Agreement.

ARTICLE 11

CSU-AAUP DUES, AGENCY SHOP FEE AND CHECKOFF

11.1 The parties acknowledge that, in accordance with Secs. 5-270, 5-280 CGS, each member of the bargaining unit, whether or not a member of the CSU-AAUP, shall as a condition of continued employment pay to the CSU-AAUP an amount equal to the regular dues, fees and assessments charged to members.

11.2 In order to implement Secs. 5-270 - 5-280 CGS, the Board shall deduct from each salary payment payable to a member of the bargaining unit a prorated amount sufficient to cover dues (for members of CSU-AAUP), service fees (for non-members), initiation fees (if any), and assessments (if any) for the duration of the member's employment, and pay such monies to the CSU-AAUP within two (2) weeks after the Comptroller has forwarded said monies to the universities. both parties to this Agreement recognize that a percentage dues structure may be applied such that the amount withheld varies with changes in base salary.

11.3 The Board shall not be obligated to deduct from unit members' pay dues for employee organizations other than CSU-AAUP.

ARTICLE 12

SEPARABILITY

12.1 In the event that, notwithstanding the provisions of Secs. 5-270 - 5-280 CGS, any provision of this Agreement, in whole or in part is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or CSU-AAUP, commence immediately to negotiate substitute provisions for all such affected provisions. If the legal impediment to the enforcement of the original contract provision(s) is removed prior to agreement on substitute provisions, the original provision(s) shall immediately become effective. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or fringe benefits shall be applied retroactively to the date the impediment arose of the effective date of this Agreement, whichever is the most current date.

ARTICLE 13

MINIMUM TERMS

13.1 This Agreement states the minimum terms and conditions for employment of a member of the bargaining unit, and the Board of Trustees shall not employ bargaining unit members on terms other than those stated herein without the written consent of the affected individual and the CSU-AAUP.

ARTICLE 14

SUCCESSORSHIP PROVISION

14.1 In the event that The Connecticut State University, or any part, is merged into or with any other unit or system of public higher education during the life of this Agreement, this bargaining unit shall remain distinct and this Agreement in full force.

ARTICLE 15

TERM OF AGREEMENT

15.1 This Agreement represents the results of collective bargaining pursuant to Secs. 5-270 - 5-280 CGS and shall be in effect from August 24, 1984, to August 27, 1987. The parties agree to reopen negotiations on medical and insurance benefits and salary no later than January 1986. The parties further agree to commence negotiations for a successor Agreement for a subsequent term not later than January 1987; however, negotiations shall commence at an earlier date if both parties consent.

ARTICLE 16

TOTAL AGREEMENT

16.1 The foregoing represents the total agreement with respect to the terms and conditions of employment for part-time members.

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"END OF DOCUMENT"